



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013 MAT. JUCEFJA Nº 001 CPF 021 966 117 00

pg. 1

I, the undersigned, Sworn Public Translator and Interpreter in and for the City of Rio de Janeiro, Capital of State of Rio de Janeiro, Federative Republic of Brazil, duly appointed by Administrative Rule Number 091 of June 28, 1983 for translations in English and Portuguese, DO HEREBY ATTEST AND CERTIFY that a document was presented to me for translation into **ENGLISH**, which I have lawfully performed by reason of my official capacity as follows: -----

----- TRANSLATION: No. 29864/2013 -----

----- Material Supply Conditions -----

----- CFM 2012 -----

SUMMARY -----

1 - Purpose -----

2 - Definitions -----

3 - Disclosure of Documents and Contractual Information -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br





REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAT. JUCERJA Nº 091 CPF 021 966 117 00

pg. 2

- 4 - Intellectual Property Rights -----
- 5 - Supplier Liabilities -----
- 6 - Petrobras' liabilities -----
- 7 - Surveillance -----
- 8 - Packaging -----
- 9 - Delivery -----
- 10 - Warranty of the Goods -----
- 11 - Contract Amendments -----
- 12 - Assignment -----
- 13 - Terms -----
- 14 - Payments -----
- 15 - Fines and Sanctions -----
- 16 - Contract Termination -----
- 17 - Health, Safety and Environment - HSE -----
- 18 - Social Responsibility of the Supplier -----
- 19 - Taxes -----
- 20 - Predominant Language -----
- 21 - Applicable laws and court -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013 CPF 021 966 117 00

pg. 3

1 - PURPOSE -----

1.1 - To establish the conditions which regulate the supply of Goods and Associated Services to Petrobras. -----

1.1.1 - When necessary, clauses differing from the Conditions herein may be included in the Contractual Instrument, provided that the exception is previously established in the Invitation to Bid. -----

1.2 - Whenever any dispute arises regarding the clauses provided in this Contractual Instrument and its annexes, the clauses herein shall prevail. -----

2 - DEFINITIONS -----

2.1 - For means of simplification, the following definitions shall be assumed in these Conditions and the other contractual documents: -----

2.1.1. - Goods refer to any system, equipment, product or material the Supplier undertakes to

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 2013/0013 CPF 021 966 117 00

pg. 4

deliver to Petrobras in compliance with the
Contractual Instrument.-----

2.1.2 - Goods requiring technical qualification -
RQT are Goods used in Petrobras' industrial
process which, when failing or defaulting, may
compromise the safety of people and the security
of facilities and/or environment, influence the
operational performance and/or compromise the
quality of Petrobras' final product.-----

2.1.3 - Delivery Conditions refer to
internationally used commercial terms for defining
the risks and liabilities of the buyer and of the
Supplier as established in INCOTERMS 2010.-----

2.1.4 - Delivery Date is contractually defined
date for the delivery of the Goods and/or
Associated Service, and expressed in this
Contractual Instrument (Purchase Request or
Purchase Request Regarding Contract) in the issue
date field.-----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MATRÍCULA Nº 0813 CPF 021 988 117 00

pg. 5

2.1.5 - Contract: legal negotiation which grants rights and obligations to the executing parties, formalized by respective Contractual Instrument. --

2.1.6 - Termination Date defines when the contract is finished. -----

2.1.7 - Supplier refers to the company which shall directly provide Petrobras with the Goods and Associated Service in compliance with this Contractual Instrument. -----

2.1.8 - Surveillance refers to the activity developed by the Surveillance Bodies with planning and execution purposes aiming at verifying the compliance of the equipment and manufactured materials with respect to the Contractual Instrument in the supplier's facilities and/or sub-suppliers involved. For these purposes CFM refers to the manufacturing surveillance. -----

2.1.9 - Surveyor refers to the natural person or legal entity assigned by Petrobras for the

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20064/2003

CPF 021 868 117 00

pg. 6

execution of the manufacturing surveillance and for follow-up of the acceptance tests regarding the Goods, as well as Associated Services, in compliance with the Contractual Instrument.-----

2.1.10 - Contractual Instrument refers to the legal instrument through which the contract is formalized, such as: Purchase Requests, Purchase and Service Contracts or Purchase Requests Regarding Contract, including all documents and respective annexes.-----

2.1.11 - Surveillance Body refers to the Petrobras Unit or a Petrobras contractor in charge of the manufacturing surveillance and follow-up of the acceptance tests regarding the Goods, as well as the Associated Services, in compliance with the Contractual Instrument.-----

2.1.12 - Petrobras refers to any company in the PETRÓLEO BRASILEIRO S.A System, i.e., the buyer of the Goods and Associated Services which are the

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013

IMP. COMERCIAL Nº 013 CPF 021 968 117 00

pg. 7

object of the Contractual Instrument.-----

2.1.13 - Surveillance Requirement are the basic contractual requirements regarding the manufacturing surveillance.-----

2.1.14 - Associated Service refers to any service which is complementary to the supply of the Goods, such as: installing, conditioning, technical assistance, training and/or other services provided in the Contractual Instrument.-----

2.1.15 - Sub-supplier refers to the qualified company chosen by the Supplier to supply the components of the Goods which are object of the Contractual Instrument.-----

2.1.16 - Receiving Unit refers to the Petrobras Unit which shall receive the purchased Goods and/or Associated Service which are object of the Contractual Instrument.-----

2.1.17 - Requesting Unit is the Petrobras Unit which requested the purchase of the Goods and/or

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAT. JUCERJA Nº 091 CPF 021 968 117 00

pg. 8

Associated Service. -----

2.1.18 - Contractual Value is the amount to be paid to the Supplier in accordance to this Contractual Instrument, for the compliance with contractual obligations. -----

2.2 - With regard to the Contractual Instrument, the terms which determine the delivery condition and other commercial terms used to describe the obligations of the Supplier and of Petrobras, shall have the meanings attributed to them by international Regulations for the Interpretation of Commercial Terms, published in the International Chamber of Commerce in Paris, commonly known as INCOTERMS 2010. -----

2.3 - The local content measurement and billing criteria adopted by Petrobras are the criteria established by the Brazilian National Petroleum Agency - ANP (local content chart), with certification. -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MATRÍCULA Nº 001 CPF 021 966 117 00

pg. 9

3 - DISCLOSURE OF DOCUMENTS AND CONTRACTUAL
INFORMATION -----

3.1 - Petrobras and the Supplier undertake, for a period of 20 (twenty) years, not to disclose any confidential information or data transmitted to them or to which they have access by reason of the execution of the contractual object, except in the case described in item 3.1.2. -----

3.1.1 - Confidential information and data refers to any information or data to which Petrobras and the Supplier have access, as well as information and data transmitted verbally, in writing or electronically, which are communicated by reason of the execution of this Contractual Instrument, without the need for any express mention to their confidentiality. -----

3.1.2 - The term provided in item 3.1 does not apply to information and data concerning trade

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 200304/2003 CPF 021 966 117 00

pg. 10

secrets, know-how, business strategy and anything representing a competitive advantage for Petrobras, which should be kept confidential by the Supplier for an indefinite period, unless expressly authorized otherwise by Petrobras. -----

3.1.3 - Petrobras and the Supplier are liable to their managers, employees, any representative, as well as successors and commissioners. -----

3.1.4 - Any information obtained by the Supplier during the execution of the contract within Petrobras' facilities or originated from them, even if not directly related to the object of this Contract, shall be kept confidential in the conditions and terms of this Clause. -----

3.2 - Only the following cases constitute exceptions to the obligation of non-disclosure and confidentiality: -----

a) Information was, provenly, already known prior to the execution of any of the agreements, whether

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20064/0813

INSCRIÇÃO Nº 20064/0813 CPF 021 966 117 00

pg. 11

directly or through bidding process; -----

b) There was prior express consent of the information holders, upon authorization of the highest authority of the body which is responsible for the Contractual Instrument, regarding the release of the obligation of confidentiality; -----

c) the information was, provenly, known through another source in a legal and lawful manner, regardless of this Contractual Instrument; -----

d) Government and/or judicial order to disclose the information, provided that the holder is notified immediately prior to the release, and that the secrecy of legal proceedings is required in its legal and/or administrative treatment. -----

3.3 - Disclosure of any information or data regarding this Contractual Instrument shall previously require authorization from Petrobras, except the mere notice of its existence. -----

3.4 - The documents referred to in item 3.1 which

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
ART. 10, CAP. IV, DOB CPF 021 986 117 00

pg. 12

are owned by Petrobras, with the exception of the very Contractual Instrument, shall remain owned by Petrobras and, if requested by the Supplier, all copies of the requested documents shall be returned to Petrobras immediately upon the conclusion of the related tasks. -----

3.5 - Non-compliance of the Supplier with regard to the confidentiality obligation by disclosing confidential information and data or by facilitating their disclosure constitutes a serious breach and may imply the application of fines and sanctions established in item 15.6 herein. -----

4 - INTELLECTUAL PROPERTY RIGHTS -----

4.1 - The payment of "royalties" to third parties regarding licensed intellectual property rights are of sole responsibility of the Supplier, except in cases in which such licenses are provided by

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
ATA JUCERJ Nº 0013 CPF 021 986 117 00

pg. 13

Petrobras. -----

4.2 - The Supplier shall exempt Petrobras and be the only responsible for any occasional legal measure arising from third parties' claims regarding breaches of intellectual property rights as a consequence of the use of the Goods, except in cases in which the Goods are created according to specifications developed or provided by Petrobras in writing. -----

4.3 - Petrobras shall request, at any moment, the presentation of authorizations, assignment certificates, licenses, charters, and any contracts which verify the Supplier's intellectual property right over the Goods. -----

5 - SUPPLIER LIABILITIES -----

5.1 - The Supplier commits to: -----

5.1.1 - Supply and deliver the Goods and execute all Associated Services which constitute the

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MARIANA HEYNEMANN DOB: CPF 021 986 117 00

pg. 14

object of this Contractual Instrument in the manner, term and quality established herein, as well as in its annexes.-----

5.1.1.1 - Keep, at its own cost, regarding Goods which require technical qualification - RQT - a quality insurance system. Such system shall be in accordance with the Quality System Requirements which are compatible to ISO 9000 regulations or it shall have an ISO 9000 certification issued by reputable entity recognized by the national certification body in the country where the Supplier's certified manufacturing unit is located.-----

5.1.2 - Be completely liable to the actions and omissions of its employees, sub-suppliers and sub-contractors, within the limits provided in the Contractual Instrument.-----

No provision in this Contractual Instrument shall create any kind of contractual bond between any

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
ATA DO CERJ Nº 091 CPF 021 988 117 00

pg. 15

sub-supplier or sub-contractor and Petrobras. -----

5.1.2.1 - The Supplier, sub-suppliers, and employees shall observe the Petrobras System Ethical Code and the Petrobras Social Responsibility Policy. -----

5.1.3 - Present the documentation which verifies the compliance with tax and labor obligations, including FGTS deposits (Government Severance Indemnity Funds for Employees), whenever requested by Petrobras. -----

5.1.3.1 - Pay Petrobras with the amount imposed by reason of occasional several or joint liability through decision of the Judiciary, by Arbitrated Judgment or any other competent jurisdiction regarding the non-compliance with tax, social security or labor obligations for the benefit of the Supplier's employees. -----

5.1.3.1.1 - The aforementioned value shall be added to all costs and expenses related to

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MAY 10 2013
CPF 021 968 117 00

pg. 16

administrative, legal and arbitral procedures in any jurisdiction or court which may be judged against Petrobras. The Supplier shall, in and out of court, commit to any liability related to those obligations, ensuring the interests of Petrobras and giving all necessary warranties for Petrobras' exemption. -----

5.1.4 X

4
5.1.3 - Not use child labor in any activity related to the execution of the contract, under the terms of Paragraph XXXIII of art. 7 of the Brazilian Constitution, and to not employ workforce in conditions which are similar to that of slavery. The Supplier also commits to forbid its material suppliers and service providers to employ workforce in the aforementioned conditions, under penalty of termination of the contract without any prejudice of the adoption of other applicable measures. -----

5.1.4.1 - Whenever requested by Petrobras, the

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MKT/JUCERJA Nº 091 CPF 021 966 117 00

pg. 17

Supplier shall issue a written statement verifying the compliance with the requirement in the previous item.-----

5.1.5 - Conduct manufacturing and/or surveillance operations in its facilities or in sub-supplier facilities in strict compliance with safety, hygiene and labor medicine standards, while being held responsible for any occasional breaches. It shall also provide personal protective equipment, at its own costs, and keep it in perfect working conditions, under penalty of contract termination, without prejudice to the adoption of other applicable measures.-----

5.1.6 - Attend, when requested, to any meeting regarding the examination and explanation of any problem related to the supply, in the locations to be established in mutual agreement with Petrobras through duly capable and reputable representatives.-----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MTC/COGERJA Nº 093 CPF 021 958 117 00

pg. 18

5.1.7 - Provide reports on the development of various manufacturing stages of the Goods, keeping Petrobras informed of all details of the supply, which is the object of this Contractual Instrument. -----

5.1.8 - Facilitate the actions of authorized Petrobras representatives as provided in the contract. -----

5.1.8.1 - Supply the material resources needed for the execution of the tests and inspection plan (PIT) and/or test procedures for compliance with the inspection Requirements which are object of this Contractual Instrument. -----

5.1.9 - Repair, at its own costs, any improper Goods or services and provide the rework or the substitution of the Goods which are not accepted by Petrobras in the surveys done with basis on the terms of this Contractual Instrument and its annexes. -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MAY 05 09:14 AM '13
MAT-00000001
CPF 021 966 117 00

pg. 19

5.1.10 - The liability of the Supplier and Petrobras for losses and damages shall be limited to direct damages according to the Brazilian Civil Code and applicable laws, excluding business interruptions and indirect damages. Direct damages shall be limited to 10% (ten percent) of the readjusted contractual amount, except in the presence of any provision stating the contrary in the Bidding Instrument or in the contract.-----

5.1.10.1 - The Supplier and Petrobras commit to compensate environmental damages and losses suffered by third parties arising as consequence of the operations involving the Goods which are object of this contract, only upon their delivery, in the following manner:-----

a) the Supplier, if responsible for the damage, commits to compensate up to 10% (ten percent) of the readjusted contract amount, unless stated in the contrary by provision herein or in the

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MKT/JUCERJA Nº 009 CPF 021 968 117 00

pg. 20

contract. -----

b) The limit established in item "a" above shall not apply to environmental damages arising from breaches of environmental laws. -----

c) Petrobras commits to compensate amounts which are not liable to the Supplier. -----

d) Each Party shall have the right of set-off assured under the law for compensating occasional amounts paid to third parties in view of any judicial decision which has become res judicata and which are contractually liable to the other Party up to the limits established above. -----

dy) d) Provided the limit set in sub-item "a" of item 5.1.10.1, the amount received legally by the third party and all accessory expenses such as judicial expenses and attorneys' fees shall be the object of set-off. -----

5.1.10.2 - Without prejudice to what was provided in item 5.1.10, the Supplier shall be liable for

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013 CPF 021 966 117 00

pg. 21

the costs and the additional services necessary for the repairs, rework or substitution of the Goods if the damages arise from its fault or malice in the execution of the contract. The Supplier shall not attempt to partially nor completely transfer such liability to the surveillance or follow-up by Petrobras, provided that the item 10.3.3 is observed. -----

5.1.10.3 - Limits established by items 5.1.10 and 5.1.10.1 shall not apply as direct damages in the conditions described below: -----

a) Malice by any of the Parties in the execution of this contractual object which cause damages to the other party or third parties, provided the observance to articles 927 and 932, paragraph III, of the Brazilian Civil Code; -----

b) Non-compliance with environmental, tax, labor and social security laws. -----

5.1.10.4 - With regard to the provision of items

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
ATA DO JUREJA Nº 093 CPF 021 966 117 00

pg. 22

5.1.10 and 5.1.10.1, readjusted contractual amount refers to the initial contractual amount plus readjustments and amendments.-----

5.1.10.5 - The Supplier may opt to have an insurance for its assets and a civil responsibility insurance regarding Petrobras and third parties, as provided in items 5.1.10, 5.1.10.1,-----

5.1.10.3 and 5.1.10.4 herein, bearing the costs of all expenses related to insurance premiums bound to this contract, with the exception of obligatory insurances in observance of the laws in force, as well as any other expenses related to the hiring of insurances.-----

5.1.10.5.1 - If the Supplier does not opt to have insurance, it shall be deemed, for all purposes, as if it has.-----

5.1.10.5.2 - If any insurance is chosen, the respective policies shall present the waiver of

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
ATA JUCERJA Nº 001 CPF 021 966 117 00

pg. 23

any subrogating rights against Petrobras concerning the risks assumed by the Supplier. The policies shall be present in the Insurance Certificates. -----

5.1.10.6 - Petrobras commits to keep all insurance policies regarding the protection of Petrobras' assets (onshore and offshore Operational Risks) and civil responsibility to the Supplier and third parties (RCG) in effect during all the duration of this contract. These policies present the waiver of any subrogation rights against the Supplier for the risks assumed by Petrobras as provided in items 5.1.10, 5.1.10.1, 5.1.10.3 and 5.1.10.4 herein. -----

5.1.11 - Supply the Goods in compliance with the requirements specified in this Contractual Instrument, regardless of the approval of the documents and of the manufacturing surveillance being done by Petrobras or by contractor hired for

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013 CPF 021 966 117 00

pg. 24

those purposes. In case the Goods are not supplied as required, an immediate exchange shall be provided at the Supplier's own costs.-----

5.1.11.1 - The provision in item 5.1.11 completely applies to the Associated Services which are object of this Contractual Instrument.-----

5.1.12 - If the Goods are manufactured with raw materials provided by Petrobras, the Supplier shall account for the application of the raw materials, as established in this Contractual Instrument.-----

5.1.12.1 - The accounting shall be followed by a list of invoices, each stating the raw materials received and finished products, the respective dates, weight and quantity of materials.-----

5.1.12.2 - Any raw materials provided by Petrobras shall be returned to Petrobras.-----

5.1.13 - If Limited Liability Company or a Private Company, the Supplier commits to present a copy of

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MTC/CEFLA Nº 038 CPF 021 966 117 00

pg. 25

the respective Certificate in the Board of Trade or Legal Entity Registration Office to the contract management officers in case of any modification in its corporate membership.-----

6 - PETROBRAS' LIABILITIES-----

6.1 - Petrobras commits to:-----

6.1.1 - Make the stipulated payments provided in this Contractual Instrument.-----

6.1.2 - Provide the surveillance of the Goods in the Supplier's factory at the time scheduled in this Contractual Instrument, as well as of all loading approvals for release of the Goods.-----

6.1.3 - Provide the necessary import documentation and make the payments related to port fees, customs and tax obligations in Brazil regarding Goods purchased by Petrobras abroad directly.-----

6.1.4 - Within reasonable possibilities, assist the Supplier during the study and interpretation

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
ART. 10, CERCLA Nº 093 CPF 021 966 117 00

pg. 26

of technical data when requested, but at no cost
to Petrobras. -----

6.1.5 - Notify the Supplier in advance in case
occasional fines or other penalties provided in
this Contractual Instrument or by the Law are
applied. -----

6.1.5.1 - As to fines due to delays in the
delivery schedule provided in this Contractual
Instrument, there shall be no notification in
advance. -----

6.1.6 - Keep all insurance policies in effect for
the entire period of the contract, as established
in item 5.1.10.6. -----

7 - SURVEILLANCE -----

7.1 - The Surveillance Requirements requested by
Petrobras, as well as the type of surveillance to
be done shall be defined in the Bid Invitation or
in other equivalent document in which a supply

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MARIANA HEYNE MARIANA HEYNE CPF 021 966 117 00

pg. 27

proposal presentation is requested.-----

7.1.1 - The type of surveillance defined in the Bid Invitation establishes the degree of participation of Petrobras in the follow-up of the productive process of the material, and may be: Released (L), A, B or C, as defined in Petrobras' site on the Internet.-----

7.2 - The liability and the execution of the surveillance services defined as types A, B or C regard Petrobras and they shall be executed by the Surveillance Body designated by Petrobras.-----

7.3 - With regard to surveillance services under Petrobras' responsibility to be executed in Brazil, the Supplier shall notify the Surveillance Body indicated in this Contractual Instrument at least 05 (five) week days in advance, the date when the Goods are made available for surveillance.-----

7.3.1 - The start of surveillance shall occur no

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
ATA DE LICITAÇÃO Nº 009 CPF 021 956 117 00

pg. 28

later than 03 (three) business days counted as from availability of the Goods, set forth in the notice object of item 7.3. -----

7.4 - For inspections under PETROBRAS responsibility to be carried out of Brazil, Supplier shall inform the Surveillance Body designated in the Contractual instrument, at least 20 (twenty) calendar days in advance to the date as from which the Goods shall be available to be checked. -----

7.4.1 - The start of surveillance period shall occur on the date of Goods availability, set forth in the notice object of item 7.4. -----

7.5 - The surveillance shall be carried out at the Supplier' or its sub-supplier's facilities, in the place of delivery and in the final destination of the Goods. When carried out at the Supplier' or its sub-supplier's facilities, it shall be provided a full technical assistance, with no cost

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAY 10 09:11 AM '13 CPF 021 966 117 00

pg. 29

to Petrobras, including access to contractual documentation, including drawings, production and recording data/ certificates / quality reports. --

7.5.1 - When a Surveyor is frequently attendant at the Supplier's facilities, he shall arrange for a proper place for his permanence at the Supplier's facilities, observing his internal rules. -----

7.5.1.1 - For the cases referred to in item 7.5.1, Supplier shall previously submit the surveillance schedule to Petrobras' representatives, not applying to such cases the provisions stated in items 7.3 and 7.4. -----

7.5.2 - When performing the surveillance events pointed out in the tests and surveillance plan (PIT), supplier shall notify the person in charge of the manufacturing surveillance, within the contractual terms, aiming at the analysis, checking or witnessing the events agreed upon in the said plan. The non-attendance of the person in

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. ~~20864/2013~~ ^{20864/2013} CPF 021 958 117 00

pg. 30

charge of the surveillance within the contractual term shall not cease the manufacturing process. ---

7.5.2.1 - For final release of the Goods, supplier shall notify the person in charge of manufacturing surveillance, within the contractual terms, aiming at the analysis, checking or witnessing the events expected in PIT, without which the Goods shall not be delivered. -----

7.6 - In case the surveillance is not carried out as scheduled, by exclusive responsibility of Supplier, or if a new surveillance is needed due to refusal of Goods in a previous surveillance, he shall reimburse Petrobras all the costs originated thereby. -----

7.7 The Supplier shall be liable for submitting the drawings and documents to the Surveyor for the execution of surveillance. -----

7.7.1 - For inspections carried out throughout manufacturing cycle prior to the final release of

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAY 06/2013 MAT. JUCERLA Nº 093 CPF 021 966 117 00

pg. 31

Goods, the relevant drawings and documents when established in the Contractual instrument must be considered approved by Petrobras or its representative. -----

7.7.2 - In order to issue the Material Release Notification (CLM), the relevant drawings and documents when established in the Contractual instrument must be accepted as registered by Petrobras or its representative. -----

7.8 - If any Goods checked or subject to test does not meet the Material Requests (RM), applicable Standards or contractual Surveillance Requests, Petrobras may refuse it, and Supplier shall replace the refused Goods or perform the necessary changes in order to meet such requirements, with no additional cost to Petrobras, and the item shall be subject to surveillance or test again. ---

7.9 - Any Goods subject to surveillance shall be dispatched without the writing release of

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAY 10 2013 10:09:13 CPF 021 968 117 00

pg. 32

Surveyor, under penalty of Supplier being liable for bearing the burden resulting from this decision. -----

8 - PACKAGING -----

8.1 - The Supplier is liable for packaging and/or arranging the Goods, which must be appropriate to the type of transportation specified in the Contractual Instrument and meeting the requirements of governing law, emphasizing those related to cargo transportation, safety, health and environment, and shall also meet the Packaging Guidelines. -----

8.1.1 - The Packaging Guidelines required by Petrobras shall be specified in the Bid Invitation or other similar document in which a presentation of supply proposal is requested, and the said Guidelines are, at least, those stated at Petrobras' website. -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MARC. GER. 2013 Nº 033 CPF 021 988 117 00

pg. 33

8.2 - The packages shall be marked with an indelible ink, with the following wording: Petrobras; Abbreviation of the Receiving Unit; Address of Receiving Unit; number and item(s) of the Contractual Instrument, as well as to receive visual signaling proper to the type of material to be transported (example: BREAKABLE, HAZARDOUS, RADIOACTIVE, etc.) -----

9 - DELIVERY -----

9.1 - The delivery of Goods shall be carried out by Supplier, in compliance with the Contractual Instrument. Anticipated deliveries shall not be accepted, except when stated in the Contractual Instrument or upon written authorization of Petrobras to be previously requested by Supplier. -

9.1.1 - Early delivery refers to the delivery carried out more than 15 (fifteen) calendar days in advance counted as from the delivery

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAY 05 2013 10:21 AM
CPF 021 968 117 00

pg. 34

contractual date. -----

9.2 - The Goods stated in a Contractual instrument or in one of items thereof shall be object of single delivery or partial deliveries, as established in the said document. -----

9.2.1 - When partial delivery has been expected in the Contractual Instrument or subsequently requested by Petrobras, all provisions set forth in this Conditions shall apply to each portion. ---

9.2.2 - In case of single delivery, when performed by more than one remittance, delivery shall be considered complete when the remittance which has completed the total quantity of item has been finished. -----

9.3 - The document which makes the Goods available for transportation by Petrobras is the Notice of Availability of Goods - ADB, which may be replaced by any other document issued by the Supplier, which represents the availability of the Goods and

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 2018-0001-0103 CPF 021 966 117 00

pg. 35

inform all data necessary to the transportation.--

9.3.1 - The templates of Notice of Availability of Goods - ADB to be used by national and foreign Suppliers shall be available at Petrobras' website. -----

9.3.2 - The dispositions established in items 9.3 and 9.3.1 shall apply to the delivery conditions of groups "E" and "F" from INCOTERMS 2010. -----

9.3.3 - In case the Goods, due to responsibility of Supplier, shall not be made available on the date designated by it and informed to Petrobras, the burden resulting from unavailability shall be borne by Supplier. If Petrobras does not arrange for the receipt of Goods made available by Supplier on the date agreed upon, Petrobras shall assume the obligation of payment regarding occasional costs originated thereby, provided that it is duly evidenced to the supplier, agreed upon between the Parties and approved by Petrobras. ----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 2086442013
MAD JUCERJA Nº 493 CPF 021 966 117 00

pg. 36

9.3.4 - Supplier shall send the Notice of Availability of Goods - ADB to contract management, or its equivalent, when applicable, together with an executed counterpart of the following documents:-----

a) Material Release Notification (CLM) or Material Acceptance Report Notification (for Goods obtained abroad) for the Goods subject to surveillance;----

b) Classification Society Certificate for Goods subject to naval classification;-----

c) Emergency Sheet and Chemicals Identification and Safety Sheet - FISPQ, if the Goods are controlled products (hazardous chemical, explosive, radioactive, etc.) obtained in Brazil. -

d) Material Safety Data Sheet and Dangerous Goods Declaration - DGR, issued by International Maritime Organization - IMO or Dangerous Goods Regulations - DGR issued by International Air Transport Association - IATA", in case the Goods

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MATAJUR.COM.BR Nº 009 CPF 021.966.117-00

pg. 37

are controlled products (hazardous chemical, explosive, radioactive, etc.) obtained abroad; ----

e) Requirements /special guidance regarding tying, protection, transportation, unload and storage of the Goods, when necessary. -----

9.3.5 - In the EX-WORKS and FCA-FORNECEDOR delivery conditions, removal of Goods shall only be arranged by Petrobras if followed with the documents mentioned in sub-item 9.3.4, Commercial Invoice, Packing List and Certificate of Origin (when applicable). -----

9.3.6 - Supplier shall deliver Goods followed by the documents mentioned inn sub-item 9.3.4, Commercial Invoice, Packing List and Certificate of Origin (when applicable) in the FCA-TRANSPORTADORA, FCA-AEROPORTO DE EMBARQUE and FOB-PORTO DE EMBARQUE delivery conditions. In case of foreign Supplier, it shall only deliver the Goods with the written consent to be previously

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MXP/JUCERJA Nº 091 CPF 021 966 117 00

pg. 38

requested to the contract management.-----

9.4 - Supplier shall ship the Goods followed by one counterpart of the documents mentioned in sub-item 9.3.4, Commercial Invoice, Packing List and Certificate of Origin (when applicable) in the delivery conditions of Groups "C" and "D" from INCOTERMS 2010. In case of foreign Supplier, it shall only deliver the Goods with the written consent to be previously requested to the contract management.-----

9.5 - The responsibility of Supplier regarding delivery and its associated risks shall cease when Goods are delivered, as set forth in the respective Contractual Instrument.-----

9.6 - The effective delivery date, in compliance with the provisions of item 9.2.2, shall be specified as follows, according to delivery conditions set forth in the Contractual Instrument:-----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MADJUCERJA Nº 499 CPF 021 966 117 00

pg. 39

a) EX WORKS: Date of receipt by contract management of Notice of Availability of Goods - ADB or any other document issued by Supplier which represents its availability, or the date expected for its promptness, mentioned in ADB, the one which occurs later shall prevail. -----

b) FCA-FORNECEDOR e FCA-TRANSPORTADORA: Date of receipt by contract management Notice of Availability of Goods - ADB or any other document issued by Supplier which represents its availability, or the date expected for its promptness, mentioned in ADB, the one which occurs later shall prevail. -----

c) FCA-AEROPORTO DE EMBARQUE e FOB-PORTO de EMBARQUE: Date of receipt by contract management Notice of Availability of Goods - ADB or any other document issued by Supplier which represents its availability, or the date expected for its promptness, mentioned in ADB, the one which occurs

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAD JUCERJA Nº 093 CPF 021 986 117 00

pg. 40

later shall prevail.-----

d) CPT-AEROPORTO DE DESTINO: Date of issue of "AIR
WAYBILL - AWB".-----

e) CFR-PORTO DE DESTINO: Date of issue of "BILL of
LADING".-----

f) CIP-Petrobras and CIP-TERCEIROS: Date of issue
of bill of lading provided by the Shipper.-----

g) CIP-TRANSPORTADORA: Date of issue of bill of
lading provided by the Shipper designated by
Petrobras.-----

h) DDP (designated place): Refers to the delivery
date of Goods, at the place specified in the
Contractual Instrument, registered in a legible
way in the Electronic Invoice Ancillary Document -
DANFE, by the person who received Goods and in
addition to this date, it shall also register
(Likewise legible) in the same DANFE: Its name,
enrollment and title.-----

9.7 - The right of Petrobras to check and, when

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MATRÍCULA Nº 0013 CPF 021 966 117 00

pg. 41

necessary, refuse Goods after its arrival to final destination, shall not, in any event, be limited or exempted, by virtue of Goods have been surveyed, tested and approved by Petrobras or its representatives, before embarking. -----

9.8 - The invoices shall always: -----

a) Indicate the Contractual Instrument number (Purchase Order or Service and Purchase Agreement referring to Agreement), as well as the number of its correspondent items; -----

b) Correspond to and unique and exclusive Purchase Order or Purchase Order with reference to Contract; -----

c) Mandatorily inform bank details of the Supplier, the Bank number, the name of the Bank, the Branch and its checking account, City, State and Country and Beneficiary in case is not the Supplier; -----

9.9 -The commercial invoices shall always contain

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 2003042003 CPF 021 966 117 00

pg. 42

the following information:-----

- a) Number of Contractual Instrument (Purchase Order or Purchase and Services Contract or Purchase Order with Reference to Contract), as well as its corresponding items;-----
- b) Correspond to a single and exclusive Purchase Order or Purchase Order with reference to Contract;-----
- c) Description in Portuguese language or other official language of the General Agreement on Tariffs and Trade - GATT, accompanied by translation in Portuguese language;-----
- d) Quantity and type of quantity, Unit Price, Total Amount, Net Weight and Gross Weight (Kg);---
- e) Brand, numeration, and if any quantity reference number;-----
- f) Country of provenance, country of origin and country of acquisition; -----
- g) Delivery conditions;-----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
ATA UUCERJA Nº 003 CPF 021 958 117 00

pg. 43

- h) Port/Airport of destination; -----
- i) International Shipping, if applicable; -----
- j) Payment Method and currency; -----
- l) Full name and address of manufacturer, if Supplier is not the Good manufacturer; -----
- m) Full name and address of importer; -----
- n) Full name and address of Supplier; -----
- o) Supplier's bank details: Bank's SWIF number or code, ABA number and Bank name, Branch number with its respective checking account or IBAN code, City, State and Country; -----
- p) Information as to existence of a published price list; -----
- q) Declaration stating that it is an ordered Good, as the case may be; -----
- r) Name, address and CNPJ (Brazilian Register of Corporate Taxpayers) of the representative in Brazil, if any; -----
- s) If commission will be retained in Brazil or

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
ATA DO CERJ Nº 093 CPF 021 966 117 00

pg. 44

shipped abroad; -----

t) Commission percentage of representative in
Brazil, if any; -----

u) Bank details from which commission shall be
deposited: Bank number, Bank name, Branch and its
checking account, City, State and Country -----

v) be stated "sold to and ship to", specified in
the Contractual Instrument. -----

10 GOODS WARRANTY -----

10.1 - Supplier shall warrant the quality of Goods
as from effective delivery date of Goods for the
period of 12 (twelve) months less than the other
term established in the Contractual Instrument, in
compliance with preservation specified thereby. ---

10.2 - The warranty comprises recovery or
replacement of any component, system, equipment,
product or material with different features or any
projects errors and manufacturing defects, at



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAY 10 09:21 AM '13 INSP 001 CPF 021 966 117 00

pg. 45

Supplier's cost. -----

10.3 - If, during the warranty period, any defects or disparities are verified, in the Goods features, Petrobras shall report the fact in writing to Supplier, and agree on the deadline for correction of defects and elimination of disparities. -----

10.3.1 - The warranty period shall be suspended on the date of communication of the disparity by Petrobras, and shall be resumed when the Goods is in perfect conditions of use -----

10.3.2 - Petrobras shall make the Goods, object of communication of defects/disparities, available, and shall receive it after respective corrections, at the delivery address set forth in the Contractual Instrument, taking in consideration: -

10.3.2.1 - The Supplier is liable for the execution and costs of cargo movement, loading / unloading, embarking/diseimbarking, transportation

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MATRÍCULA Nº 091 CPF 021 986 117 00

pg. 46

and customs clearance, among other actions necessary for completion of the requirements of item 10.3.2, whether performed in Brazil and / or abroad. -----

10.3.2.2 - When due to legal requirement the customs clearance cannot be executed by Supplier, Petrobras will carry it out, at Supplier's cost. -

10.3.2.3 - Petrobras shall execute at its cost, at the delivery address defined in the Contractual Instrument, the Good embarking / disembarking operation in/of transport provided by Supplier. ---

10.3.3 - When Supplier is not able to repair defects, Petrobras may perform the necessary repairs, directly or through third parties, at the expense of Supplier, and upon prior notification, and Supplier acknowledges its responsibility of reimbursing expenditures to Petrobras. For purposes of this item, provisions stated in items 5.1.10 and 5.1.10.1 shall not apply. -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
ATA DO CEF/AN/013 CPF 021 986 117 00

pg. 47

11 CONTRACTUAL AMENDMENTS -----

11.1 - Each and every contract amendment, subject to applicable law, may only be performed by agreement in writing between Petrobras and Supplier, and it will be incorporated into the respective Contractual Instrument.-----

12 ASSIGNMENT -----

12.1 - Supplier shall not assign, in whole or in part, rights and obligations arising from contract, except with the prior written consent of Petrobras.-----

12.1.1 - The Supplier shall be jointly and severally liable to the assignee for all contractual obligations assigned.-----

12.2 - The Supplier shall not assign or pledge, in any way, in whole or in part, the credits whatsoever, arising from or arising out of this

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013 CPF 021 988 117 00

pg. 48

contract, except with the prior written consent of
Petrobras. -----

12.2.1 - In cases of trust assignment, in warranty
of credit rights with financial bodies via
PROGREDIR (Petrobras' program for the granting of
loans / borrowings, by participating financial
institutions to suppliers of raw materials, goods
and / services which make part of its supply
chain), Petrobras prior authorization will be by
electronic media
(<http://www.progredir.petronect.com.br>). -----

12.3 - The occurrence of cases mentioned above,
even being duly authorized by Petrobras does not
exempt the Supplier from any of its contractual
responsibilities. -----

12.4 - Petrobras shall assign the contract, in
full or partially, upon consent of Supplier. In
case the assignee is a company under control or
with equity interest from Petrobras such consent

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20030472003

INSTRUMENT NO. 03

CPF 021 966 117 00

pg. 49

shall be discharged -----

13 - TERMS -----

13.1 - Delivery terms shall be counted based on calendar days, as from the date set forth in Contractual Instrument -----

13.2 - Occasional delays of sub-contractors or sub-suppliers shall be of exclusive responsibility of Supplier. -----

13.3 - The Supplier shall request, for review by Petrobras, to extend the delivery term, due to force majeure, act of God or reasonable cause. ----

13.4 - the effectiveness term expires at the termination date set forth therein. -----

14 - PAYMENTS -----

14.1 - The Goods and Service Associated acquired in the domestic market will be paid by Petrobras to its suppliers after its delivery, partial or

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAY 10 CERJA IV 001 CPF 021 966 117 00

pg. 50

total, thirty (30) calendar days from the date of delivery protocol of collection documentation, at the location indicated in the Contractual Instrument and being in compliance with the conditions set out in section 14.6 of these Conditions and contract.-----

14.1.1 - Payments to suppliers will be made through bank collection slip issued by the bank in the form of simple billing and registered, standard "CNAB-240" (Febraban). When the standard "CNAB-240" (Febraban) bank collection slip is not used, payments will be made through credit to current account, adding one day to the term (D + 1).-----

14.2 - The Goods and Service Associated acquired in foreign markets will be paid by Petrobras to its suppliers, after its delivery, partial or total, sixty (60) calendar days after submission of the billing documentation, and being in

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAY 10 2013 10:09:13 AM
CPF 021 866 117 00

pg. 51

compliance with the conditions set out in item

14.8 of these Terms and Contractual Instrument.---

14.3 - Payments will be made on the basis of contractual events, as per systematic set out in the Contractual Instrument.-----

14.4 - When provided for in the Contractual Instrument payments prior to delivery of Goods and bound to pre-determined intermediary events, Supplier shall submit respective collection documentation to contract management.-----

14.4.1 - For domestic Suppliers the payment of these amounts shall be made within thirty (30) calendar days from the date of submission of collection, subject to inspection by Petrobras, of event conclusion.-----

14.4.1.1 - In this situation, the collection documentation consists of the presentation of a receipt, which must:-----

a) Bear the CNPJ numbers of Petrobras and of the

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013 CPF 021 956 117 00

pg. 52

Supplier, the number of the Contractual Instrument
and the description of the event;-----

b) Have attached the supporting documents of the
accomplishment of the event.-----

c) Bear, mandatorily, the banking data of the
Supplier: the number of the bank, the name of the
Bank, of the Branch and Checking Account, City,
State and Country;-----

d) Correspond to a sole and exclusive Purchase
Order or a Purchase Order related to the Contract.

14.4.2 - To foreign suppliers, the payment of
these values shall be made after thirty (30)
calendar days of the submission date of the
collection documents, subjected to check, by
Petrobras, of accomplishment of the event.-----

14.4.2.1 - In this situation, the collection
documents consist on the presentation of an
Invoice, which shall mandatorily:-----

a) Bear the corporate name and the address of

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MARIANA HEYNEMANN Nº 033 CPF 021 966 117 00

pg. 53

Petrobras and of the Supplier, the number of the Contractual Instrument and the description of the event; -----

b) Have attached the supporting documents of the accomplishment of the event. -----

c) Bear, mandatorily, banking data of the Supplier, the number of SWIF code of the bank, ABA number and the name of the Bank, number of the Branch with respective Checking Account or IBAN code, City, State and Country; -----

d) Inform if there will be payment of fee of the representative in Brazil; -----

e) Inform if the fee shall be withheld in Brazil or sent abroad, as per the case; -----

f) Inform the percentage of the fee of the representative in Brazil, as per the case; -----

g) Inform Name, address and CNPJ of the representative in Brazil, as per the case; -----

h) Inform banking data of where the fee shall be

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013 CPF 021 988 117 00

pg. 54

deposited: the number of the Bank, the name of the Bank, the Branch and its Checking Account, City, State and Country, as per the case; -----

i) Correspond to a sole and exclusive Purchase Order or Purchase Order related to the Contract. --

14.4.3 - Payments of the amounts related to predetermined, expected and carried out interim events, as set out in Contractual Instrument, shall be deducted from the total purchase value. --

14.5 - The invoices and the commercial invoices shall fully meet with the conditions respectively established on items 9.8 and 9.9 of these Material Supply Conditions (CFM). -----

14.6 - The payment of the GOODS purchased in the internal market is subjected to the submission of the following documents to Petrobras: -----

a) Electronic invoice (NF-e) and the respective digital file ("xml"), according to the Laws in force and in fully compliance with the Contractual

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MTC Nº 12.109.090 CPF 021 986 117 00

pg. 55

Instrument; -----

b) Notice of Goods Availability - ADB, as per the case; -----

c) Receipt of the delivery of the Goods to Carried (RET), as per the case; -----

d) Material Release Notice (CLM), when the Goods are subjected to surveillance; -----

e) Proof of the accomplishment of the event to which the final payment is subjected to (technical documentation, manuals, etc.), to be obtained from Petrobras, as per the case. -----

14.7 - Only the Contractual instruments which contain specific clause regarding price readjustment shall be entitled to it, according to the period defined in applicable law and adoption of the Readjustment and payment Conditions of Petrobras - CRP defined in the Bid Invitation and in the Instrument Contract. -----

14.8 - Regarding the payment of the Goods acquired

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

GEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
ATAJUCERJA Nº 091 CPF 021 966 117 00

pg. 56

in foreign market, Supplier shall provide a copy

of the following documentation: -----

a) Commercial Invoice; -----

b) Notice of Goods Availability - ADB, as per the case; -----

c) Bill of Lading or AWB-Ariway Bill and their respective annexes; -----

d) Material acceptance report, when Goods are subjected to surveillance; -----

e) Proof of compliance of the event to which final payment is subjected (technical documentation, manuals, etc.), to be obtained from Petrobras, as per the case. -----

14.8.1 - In case of Goods acquired from foreign Supplier, which is also responsible for the international freight, they shall be paid according to the values of the B/L or AWB limited to the value of the Contractual Instrument. -----

14.9 - The non-compliance with the requirements

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20865/2008 CPF 021 966 117 00

pg. 57

established for the performance of the payments as mentioned in these Conditions, on previous items, shall cause a new count of the payment term as of the date of its regularization, not being permitted any additional amount regarding financial remuneration.-----

14.10 - Petrobras shall perform debits of any due amounts to be directly refunded in any invoice to be paid to Supplier, giving notice of the decision.-----

15 - FINES AND SANCTIONS-----

15. A delinquency fine represented by 0,10% (zero point ten percent) a day of the amount of the delayed Goods or Associated Service shall be applied in case of delinquency of the Supplier's contractual obligations or of delay in the delivery of the Goods and Associated Service.-----

15.1.1 - For cases in which the Goods or

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20030612003 CPF 021 966 117 00

pg. 58

Associated Service can be partitioned, i.e., if their fractions alone have economic and functional use for Petrobras, the delinquency fee shall apply to the value of the fractions delayed. -----

15.1.2 - The amount of the Goods and or/ Associated Service added to by the delinquency fee shall always correspond to its respective readjusted price, when applicable, including their respective chargers, such as: taxes, freights and levies. -----

15.1.3 - For the delinquency of contractual obligations and delay in the delivery of the Goods or Associated Service, the total amount of the delinquency fine is limited to 10% (ten percent) of the total amount of the Purchase Request or the Purchase Request Regarding Contract, under the terms of sub-items 15.1, 15.1.1 and 15.1.2. -----

15.1.3.1 - For the delinquency of contractual obligations of the Contracts of Purchases and

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
M.A.D. J.C.E.R.L.A. Nº 093 CPF 021 966 117 00

pg. 59

Services, the total amount of the delinquency fee shall be limited to 10% (ten percent) of the total value of the contract under the terms of sub-items 15.1, 15.1.2 and 15.1.3.-----

15.1.4 - Occasional contract delays shall be counted in week days since the contractual delivery date until the actual date of delivery of the Goods, as provided in item 9.6.-----

15.1.5 - Goods and/or Associated Service provided which fail to comply with the stipulations of this Contractual Instrument shall not be deemed as delivered, as may be subjected to the application of delinquency fees.-----

15.2 - Regarding contract termination for reasons attributed to the Supplier, as provided in Clause 16, herein, a compensatory fine of 30% (thirty percent) over the actual Purchase Request balance or the Contract of Purchases and Services balance shall be applied and readjusted when necessary,

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MPT, JUCERJA Nº 089 CPF 021 980 117 00

pg. 60

excluding the respective charges such as: taxes,
freights and levies.-----

15.3 - The amount applied to the fine shall be
deducted from the respective invoice of the
delivered Goods or any other invoice to be paid by
Petrobras to the Supplier. -----

15.4 - Any delinquency by the Supplier regarding
the compliance with its obligations without any
reasonable explanation accepted by Petrobras shall
give rise to the use of contractual obligation
warranties, without prejudice to administrative
sanctions and other sanctions provided by law.-----

15.5 - If the Supplier delays the correction of
faults and the elimination of divergences observed
in the characteristics of the Goods, it shall be
subjected to the sanctions provided in item 15.4. -

15.6 - The Supplier's failure to comply with the
confidentiality obligation, as established in
Clause 3 herein, by disclosing confidential

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MARIANA ERIKA HEYNEMANN CPF 021 966 117 00

pg. 61

information and data or by facilitating their disclosure shall imply:-----

- a) The application of administrative sanctions;---
- b) the application of a compensatory fine of 5% (five percent) over the total Purchase Request amount or the total Contract of Purchases and Services amount, which is readjusted when necessary, while excluding the respective charges such as: taxes, freights and levies.-----
- c) adoption of the applicable legal measures by virtue of Law No. 9.279/96 and applicable legislation;-----
- d) contract termination, if the Contract is in force;-----

16 - CONTRACT TERMINATION-----

16.1 - Petrobras may, without prejudice to other contractual penalties, terminate the contract upon notification to the Supplier at least 7 (seven)



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
M.T. JUCERLA Nº 030 CPF 021 966 117 00

pg. 62

days in advance in the following situations:-----

16.1.1 - Non-compliance or irregular compliance to contractual clauses, specifications, projects or terms;-----

16.1.2 - Backwardness of compliance with the Contractual Instrument, leading Petrobras to confirm the impossibility of conclusion of the supply of the Goods and Associated Service within the stipulated terms;-----

16.1.3 - Unjustified delay in the beginning of the manufacturing or the provision of the Goods or Associated Service;-----

16.1.4 - Manufacturing halt or stoppage of the provision of the Goods or Associated Service, without reasonable justification and prior notification to Petrobras;-----

16.1.5 - Total or partial sub-contracting of the object of the contract; the association between the Supplier and a third party; total or partial

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
MAY J. CERJA Nº 093 CPF 021 966 117 00

pg. 63

assignment or transfer, as well as a merger, spin-off or incorporation, unless previously authorized, in writing, by Petrobras; -----

16.1.6 - Declaration of bankruptcy, corporate dissolution or modification, or change of the company's function or structure which, as deemed by Petrobras, hinders the performance of this Contractual Instrument. -----

16.2 - If Petrobras breaches part of the contract, the Supplier shall keep compliance with what has not been breached. -----

16.3 - The contract may still be terminated in the following situations, among others: -----

16.3.1 - Highly relevant, vastly known public interest reasons justified and determined by Petrobras and registered in the same process related to this Contractual Instrument; -----

16.3.2 - Suspension of its performance, by written order of Petrobras, for a period exceeding 120

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 28864/2013
ATA D. JUCERJA Nº 893 CPF 021 966 117 00

pg. 64

(one hundred and twenty) days, except in cases of public calamity, serious national disorder or war.

16.3.3 - Occurrence of a duly proven Act of God or Force Majeure which impedes the execution of the Contractual Instrument. -----

16.4 - In any case of contractual breach, after due verification, the amounts corresponding to the portion of the request delivered in compliance with the contract shall be paid to the Supplier, including the respective design. These amounts shall correspond to the original prices plus the due contractual readjustments regarding the termination date, if there is no need for any deduction or withholding, under the terms of this Contractual Instrument. -----

16.4.1 - In contract breaches based on item 16.3, the design and value of the materials to be sent to Petrobras shall be paid to the Supplier as well, after due verification, if their delivery

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAY JUCERJA Nº 001 CPF 021 956 117 00

pg. 65

cannot be suspended by the Supplier, as established by item 16.4.-----

16.4.2 - Supplied materials and designs which are paid by Petrobras shall be owned by Petrobras.----

16.5 - If there is a reasonable cause for termination, Petrobras may immediately and exclusively use the owned portion of the delivery and send it to whatever third parties it may choose, regardless of any legal authorization, consultation or interference from the Supplier, which shall legally and contractually answer for the breach or improper execution which caused the contract termination.-----

16.5.1 - In the situation provided in item 16.5, the Supplier shall reimburse Petrobras with the expenses beyond the contract value and compensate the losses and damages arising from the termination, while restricting the Supplier's liability for damages and losses provided in items

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20866/2013 CPF 021 966 117 00

pg. 66

5.1.10 and 5.1.10.1.-----

17 - HEALTH, SAFETY AND ENVIRONMENT - HSE-----

17.1 - The Supplier commits to comply with the laws in effect as well as with all contractual provisions regarding Health, Safety and Environment norms in Brazil. The Supplier shall also be guarantee that its sub-suppliers also comply with the aforementioned requirements. -----

17.2 - The Supplier is liable to its employees, sub-contractors and sub-suppliers, as well as for consequences arising from the lack of observance to any laws, norms and regulations regarding Industrial Safety, Workplace Health and Environmental Protection in effect in Brazil. -----

17.3 - During the execution of the Contractual Instrument, no claims regarding lack of knowledge, by the Supplier, of Industrial Safety, Workplace Health and Environmental Protection Norms and

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 29864/2013
MAP JUCERJA Nº 897 CPF 021 966 117 00

pg. 67

Regulations in effect during the presentation of the proposal. These Norms and Regulations shall not be necessarily attached to the Contractual Instrument, whereas they shall be available for consultation in each operational segment in Petrobras. -----

17.4 - The Supplier shall engage in its activities while observing preventive measures concerning the safety of people and the Environment, and contemplating and consolidating the sub-items below: -----

17.4.1 - The Supplier is responsible and liable for the provision of Personal Protective Equipment (PPE) to its employees, in compliance with the laws in effect. The selection and technical specification of the PPE shall be defined by the Supplier in accordance with the assessment of risks regarding the services to be provided. The PPE shall be effective and efficient so as to

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013 MAJ. 001.2.013 CPF 021 966 117 00

pg. 68

guarantee the preservation of the health of the employees, guarding them from workplace hazards which they shall be exposed to, at the intensity level that they shall be exposed to. All pieces of PPE shall have the Certification of Approval label on them. -----

17.4.2 - The Supplier is responsible for the elaboration and compliance with the Environmental Risk Prevention Program (PPRA), the Program of Medical Control of Workplace Health (PCMSO) regarding its personnel and sub-contractor's personnel, as established in applicable Regulating Norms issued by the Ministry of Labor and Employment; -----

17.4.3 - The Supplier, when responsible for the handling and transportation of hazardous materials, whether directly or by means of third parties, shall ensure that the applicable legal provisions and regulations are being observed. ----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013

ATA D. JUREJA Nº 033 CPF 021 966 117 00

pg. 69

17.5 - Vehicles used by the Supplier may only transit internal Petrobras areas, provided that the Brazilian Traffic Code is observed and that the Supplier is previously authorized by Petrobras. In operational segments, the Supplier shall follow the guidelines provided in the Petrobras Emergency Control Plan. -----

18 - SOCIAL RESPONSIBILITY OF THE SUPPLIER -----

18.1 - Ensure and demonstrate through objective evidence, whenever requested by Petrobras, that the principles provided by a Social Responsibility Program are being observed. -----

18.2 - Comply with applicable laws and respect international acts mentioned in this Contractual Instrument. If any irregularity is observed, correcting measures are immediately established.--

18.3 - Continually enhance local working conditions in order to make them safer and better

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAY JOURNAL Nº 833 CPF 021 966 117 00

pg. 70

for the health of employees, while not allowing any actions of serious and imminent danger which may result in damages to the health of human beings and the environment. -----

18.4 - Provide necessary information to the personnel involved in the entire supply chain regarding the products mentioned herein, while allowing for safe handling and use of the products in all their life cycle. -----

18.5 - Not allow any child labor, forced labor or measures such as physical, mental or psychological coercion, nor any verbal abuse or unethical practices. -----

18.6 - Ensure the non-existence of any kind of discrimination (racial, social class, nationality, skin color, religious belief, gender, sexual orientation, membership to any association, political party, etc.). -----

18.7 - Induce sub-suppliers, sub-contractors,

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAD. JUREM. Nº 100 CPF 021 988 117 00

pg. 71

partners and vendors to undertake the principles provided in a Social Responsibility Program.-----

18.8 - Ensure a documented publication of the social responsibility policies to all employees. -

19 -TAXES-----

19.1 - Taxes of any nature which are directly owed to the supply of goods and/or associated service are exclusively liable to the taxpayer, as defined in tax norms, and without any rights for reimbursements, whereas no claims, even if duly supported, shall be considered. -----

19.2 - The Supplier commits to immediately reduce the contractual price if by virtue of an increment caused by undue addition of taxes of any nature, which encompasses amounts regarding improper classification of the Common Mercosur Terminology (NCM), missed tax benefits, missed withheld deductions or unused credits authorized by law.

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MATR. OAB RJ Nº 001 CPF 021 966 117 00

pg. 72

These amounts shall compensate the prices previously paid by Petrobras in surplus, whereas they shall be updated pro rata die, with respect to the payment date. -----

19.3 - Petrobras, as withholding source, shall deduce amounts paid in the terms under the law, with the portions withheld. The Supplier, therefore, shall neither have right to an increase in its basis of calculation, nor to any price revision for these purposes. -----

19.3.1 - The Supplier shall, in advance, provide all documents which are needed for any possible deduction in taxes to be paid by Petrobras, with no need for any prior notice or notification. ----

19.4 - If, during the contractual term, new taxes are created, price rates are modified and/or the basis of calculation is modified, the termination of existing taxes occurs or if tax incentives and/or tax reductions/exemptions are created so

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
M.A.B. JOSEFA M. P. 193 CPF 021 966 117 00

pg. 73

that the Supplier's costs are directly increased or reduced, the price paid to the Supplier shall be revised accordingly, regarding the increase or reduction of costs, thus compensating the Supplier as soon as possible. -----

19.4.1 - The revision provided in item 19.4 concerning an increase in contractual price shall only occur if the tax increase is not the result of a decision made by the Supplier. -----

19.5 - The Supplier shall provide all necessary documents which preclude costs deriving from the solidary liability of Petrobras, as provided in law, as well as the documents related to sub-suppliers and sub-contractors, with no need for prior notice, and under the penalty of compensating, as soon as possible, the amount of the taxes to which solidary liabilities are applicable. -----

19.6 - Price shall be immediately adjusted so as

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 20864/2013
MAD. JUREZA R. 193 CPF 021 966 117 00

pg. 74

to eliminate any undue tax amount in cases in which any tax which constitutes the contractual prices is deemed totally or partially undue in view of: (i) a Normative Act by the Attorney General of the National Finance Institution, approved by the Minister of Finance, authorizing the waiver of intervention of any resource previously interposed by the Brazilian Federation (ii) binding abridgment; (iii) a final decision by the Supreme Federal Court, stating the unconstitutionality of the action or verifying its constitutionality; (iv) suspension of norm by the Federal Senate or (v) validation under tax incentive regime.

20 - PREDOMINANT LANGUAGE -----

20.1 - This Contractual Instrument shall be expressed in Portuguese language, whereas versions in English and Spanish may be adopted in order to

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ

CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904

www.primacy.com.br - primacy@primacy.com.br



REPÚBLICA FEDERATIVA DO BRASIL

Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. 2006.04/00103 CPF 021 966 117 00

pg. 75

render it functional. For all purposes, the text in Portuguese shall prevail. All documentation regarding this Contractual Instrument which may be issued by the parties shall be expressed in Portuguese, with the exception of the technical specifications, which may be written in English. -

21 - APPLICABLE LAWS AND COURT-----

21.1 - This Contractual Instrument shall be interpreted in accordance with Brazilian laws, whereas the courts of the judicial district of the capital of the State (where the Unit which made the purchase is located) shall have the jurisdiction and authority concerning any disputes arising from this Contractual Instrument, including the performance of any arbitration previously done. These courts, thus, are elected in lieu of any other courts, as privileged as they may be. -----

Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br

MARIANA ERIKA HEYNEMANN
Rio de Janeiro, 04/03/2013 Em Testemunho da verdade, Conf. por
Emluamentos: R\$ 4,58
Liquidos: R\$ 141,55 LEONARDO LAYBER PEDROZA HOYOS - SUBSTITUTO DO TABELIAO
Total: R\$ 146,13
Código: SLU07046



Mariana Erika Heynemann

TRADUTORA PÚBLICA E INTÉRPRETE COMERCIAL JURAMENTADA
SWORN-IN PUBLIC TRANSLATOR AND COMMERCIAL INTERPRETER

TRANSLATION No. MAT JUCERJA Nº 091 CPF 021 966 117 00 2986472013

pg. 76

[Document bears Petrobras logo in all pages of the document]

[Document bears heading from page 2 to page 34 of the document with the following wording: MATERIAL SUPPLY CONDITIONS - CFM 2012]

[Document bears footnote from page 2 to page 34 of the document with page numbers and the following wording: Manager: MATERIAIS/OGBS - Version: 02/05/2013]

I HEREBY DECLARE THAT THE FOREGOING IS A TRUE TRANSLATION OF THE ORIGINAL MATTER WRITTEN IN PORTUGUESE.

Rio de Janeiro, March 4, 2013.

Mariana E Heynemann



Escritório de Traduções

Av. Treze de Maio, 33 / Sala 1809 - Centro - Rio de Janeiro - RJ
CEP: 20031-920 - Telefones: 55 21 2220-2124 / 2220-2904
www.primacy.com.br - primacy@primacy.com.br