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Translation N° J2812/05

The document submitted for translation is a CONTRACT. --

PETRÓLEO BRASILEIRO S.A.

PETROBRAS

CONDITIONS OF MATERIAL SUPPLY

CFM

PETROBRAS

CFM - 2005

SUMMARY

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1 – PURPOSE-----

1.1 To set forth the conditions that regulate the supply of Properties and Services Related to Petrobras. -----

1.2 Whenever necessary, the CONTRACT may contain clauses different from those Conditions, provided that it is previously defined in the instrument of notice. -----

1.2.1 – Whenever there is a divergence between a contractual clause and its annexes, the CONTRACT shall prevail.-----

2 – DEFINITIONS -----



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2.1 – For simplifying purposes, following definitions shall be adopted in these Conditions and all other contractual documents:

2.1.1 – Petrobras means the company of the PETROLEO BRASILEIRO S.A. group purchasing the Property and Services Related to this CONTRACT. -----

2.1.2 – Requesting Unit means the Petrobras’ Unit that requested the purchase of the Property.-----

2.1.3 – Receiving Unit means the Petrobras’ Unit that shall receive the purchased Property.-----

2.1.4 – SUPPLIER means the company that shall directly supply to Petrobras the Property and the Related Service in accordance with the CONTRACT.-----

2.1.5 – CONTRACT means the instrument of agreement entered into between PETROBRAS and the SUPPLIER, including all the documents and respective annexes attached thereto or therein mentioned.-----

2.1.6 – Property means every system, equipment or any material that the SUPPLIER is committed to deliver to Petrobras, in accordance with the CONTRACT.-----

2.1.7 – Related Service means the supplementary service to the Property supply, such as: installation, packing, technical



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assistance, training and/or any other SUPPLIER’S obligation in accordance with the CONTRACT.-----

2.1.8 – Inspecting Body means Petrobras’ Unit or a company contracted by it in order to perform the manufacturing inspection and to follow the Property’s acceptance tests, as well as the Related Services, in accordance with the CONTRACT. -----

2.1.9 – Inspector means the physical person or the corporate body appointed by Petrobras to perform the manufacturing inspection and to follow the Property’s acceptance tests, as well as the related services in accordance with the CONTRACT.-----

2.1.10 – Contractual Amount means the amount to be paid to the SUPPLIER in accordance with the CONTRACT for the total compliance with its contractual obligations. -----

2.1.11 – Contract Manager means the person appointed by Petrobras to perform the activities of follow up of the Parties’ contractual obligations. -----

2.1.12 – Purchasing Unit means the Petrobras’ Unit that executes the purchase. -----

2.2 – For the purposes of this CONTRACT, terms that determine the delivery condition and other commercial terms used to describe the parties’ obligations shall have the meanings ascribed



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to them in the edition in force on the date of proposal submission of the International Rules for the Interpretation of Commercial Terms published by the International Chamber of Commerce of Paris, normally known as “INCOTERMS”. -----

3 – USE OF DOCUMENTS AND CONTRACTUAL INFORMATION -----

3.1 – SUPPLIER may not, without the previous written consent of Petrobras, disclose any specification, plant, drawing, sample or information furnished by Petrobras or on its behalf that appears in the CONTRACT to any person or entity that is not committed with the execution of the contractual scope.-----

3.2 – SUPPLIER must not without the previous consent of Petrobras make use of any document or information mentioned in item 3.1 for any purposes other than those related to the CONTRACT’s execution.-----

3.3 – Documents mentioned in item 3.1, except for the proper CONTRACT Instrument, shall remain Petrobras’ property and, if so requested, must be returned (with all the copies) upon the termination of the contractual obligations. -----

4 – INDUSTRIAL PROPERTY RIGHTS -----



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4.1 – Payment of royalties concerning trademarks and patents licensed from third parties are the exclusive SUPPLIER’S property, unless when the industrial drawings are in writing supplied by Petrobras.-----

4.2 – SUPPLIER shall release Petrobras and shall have the sole liability for an eventual eviction resulting from third parties’ claims by virtue of violation of the patent, trademarks or industrial drawing property rights as a consequence of the Property utilization, except in the cases where the Property is supplied in writing in accordance with the specifications developed and/or supplied by Petrobras. -----

5 – SUPPLIER’S OBLIGATIONS AND LIABILITIES -----

5.1 – SUPPLIER commits itself to: -----

5.1.1 – Supply and deliver the Property and to execute the Related Service that is the CONTRACT’S object in the form, within the term and quality that are stipulated herein and in its annexes.-----

5.1.2 – Assume within the limitations provided in the CONTRACT full liability for the actions and omissions of its employees, suppliers, and persons directly or indirectly employed by them. No CONTRACT provision shall create a contractual



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relationship between any subcontractor or subsupplier and Petrobras. -----

5.1.3 – SUPPLIER commits itself to pay to Petrobras the amount that is imposed to it by virtue of eventual subsidiary or joint eviction sentenced by the Judiciary or by the administrative competent courts in relation to the default of labor, social security, tax and fund (FGTS) obligations with respect to SUPPLIER’S employees.-----

5.1.3.1 – Such amount shall be accrued by all the expenses incurred such as legal fees, attorney’s fees and extrajudicial costs, among others.-----

5.1.4 – SUPPLIER commits itself to not employ in all the activities related to this CONTRACT execution infantile labor under the terms of Item XXXIII of article 7 of the Constitution of the Republic, as well as to require that the mentioned measure is adopted by the contracts entered into by the suppliers of their industrial consumption materials and/or service suppliers, under the penalty of CONTRACT termination.-----

5.1.4.1 – SUPPLIER commits itself, whenever requested by Petrobras, to issue a written statement that is has complied or is



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complying with the requirement provided in the above mentioned item. -----

5.1.5 – SUPPLIER shall carry out its manufacturing obligations strictly observing the health, safety and labor medicine standards being liable for the violations committed. It shall provide at its own cost and keep under perfect use conditions the individual protection equipment. -----

5.1.6 – SUPPLIER shall submit whenever requested by Petrobras the documentation supporting the compliance with its labor, social security, and tax obligations including the FGTS (Employment Security Fund) deposits. -----

5.1.7 – Keep Petrobras informed in accordance with its convenience of all the details of the supply that is this CONTRACT’S object and to prepare specific reports, when requested. -----

5.1.8 – Appear, whenever it is requested, in the locations previously agreed upon between Petrobras and the SUPPLIER through its representatives duly qualified and accredited for examinations and explanations of any problem related to the supply. -----



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5.1.9 – Provide reports on the development of the different phases of Property manufacture, when provided in the CONTRACT. -----

5.1.10 – Facilitate the action of the contract management and of the inspection through representatives accredited by Petrobras providing the necessary resources for its execution whenever provided in the CONTRACT.-----

5.1.11 – Repair at its own cost any divergence and provide the re-work or the replacement of any PROPERTY not accepted by the Inspector based upon the CONTRACT terms and its annexes.

5.1.12 – SUPPLIER’S liability for damages shall be limited to direct damages according to the Brazilian Civil Code and applicable legislation, excluding the loss of profits and consequential damages, and direct damages are limited to 100% (one hundred per cent) of the adjusted contractual amount, unless otherwise provided in the CONTRACT. -----

5.1.12.1 – Petrobras shall be entitled to the right of recourse against the SUPPLIER in the event that Petrobras is bound to repair an eventual damage caused by the SUPPLIER to third parties under the terms of the sole Paragraph of article 927 of the



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Civil Code not applying in this case the limit provided in item 5.1.12, unless otherwise provided in the CONTRACT. -----

5.1.12.2 – Without prejudice to what is provided in item 5.1.12, SUPPLIER shall be liable for the costs of additional services necessary to repair, re-work or replacement of the Property resulting from its fault or willful misconduct in executing the CONTRACT, and the inspection of follow-up by Petrobras does not exclude or reduce this liability, taking into account the provision of item 10.3.1.-----

5.1.13 – Supply products in conformity with the requirements specified in the CONTRACT irrespective of the approval of documents and manufacturing inspection are held by Petrobras or by a company contracted for this purposes. In the event that products supplied are non-conforming the immediate replacement of the same shall be arranged, and SUPPLIER shall be liable for all the costs related thereto. -----

5.1.14 – When the Property has been manufactured using raw material supplied by Petrobras SUPPLIER shall submit the accounting relating to the application of the raw material as defined in the CONTRACT. -----



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5.1.14.1 – The rendering of accounts shall be accompanied by a list of bills of sale relating to the raw material that was received and the finished product indicating the respective dates, weight and quantity of material per bill of sale. -----

5.1.14.2 – Any and all rest of raw material supplied by Petrobras shall be made available for it. -----

6 – PETROBRAS’ OBLIGATIONS AND LIABILITIES-----

6.1 – Petrobras commits itself to:-----

6.1.1 – Make the payments established as defined in the CONTRACT. -----

6.1.2 – Provide within the term defined in sub-item 7.2 the Property inspection at SUPPLIER’S factory when provided in the CONTRACT, as well as all the releases for the shipment. ----

6.1.3 – Provide the necessary import documentation, as well as the payment of port fees, customs cost and tax obligations in Brazil in the case of a Property directly acquired by Petrobras abroad. -----

6.1.4 – Cooperate with the SUPPLIER in the extent of its possibilities and without assuming any charges, whenever so requested, in the study and interpretation of the technical documents.-----



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6.1.5 – Notify the SUPPLIER in the event of application of eventual penalties or other sanctions provided in the CONTRACT or by Law. -----

6.1.5.1 – Relating to the events of fine due to delay of delivery provided in the CONTRACT there shall not be a previous notice.

7 – INSPECTIONS-----

7.1 – The Inspection Requirements, required by Petrobras shall be defined in the instrument of notice or in other corresponding document in which a submission of a supply proposal is requested. -----

7.2 – SUPPLIER shall inform the Inspecting Body indicated in the CONTRACT at least 05 (five) business days in advance the date from which the Property shall be available to be inspected. The beginning of the inspection shall occur up to 05 (five) business days after this date. If Petrobras is not able to perform the inspection, the Inspecting Body shall inform the SUPPLIER a new date and other contractual conditions shall remain in force. -

7.2.1 – If the SUPPLIER’S facilities are located abroad, the communication upon the Inspecting Body shall be made at least 10 (ten) business days in advance. -----



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7.2.2 – When SUPPLIER is a Reseller or a Distributor the inspection shall be performed by an independent inspection company, contracted by its and previously accepted by Petrobras in order to perform the services directly at the original manufacturer of the material. -----

7.2.2.1 – Petrobras through the Inspecting Body appointed for the process follow-up, may formally request the Reseller or Distributor to submit a quality plan and/or test procedures defined in the CONTRACT in order to specify the events to be performed by the inspection company contracted. -----

7.3 – Inspections may be held at the SUPPLIER’S facilities or at the facilities of its subsupplier(s), at the place of delivery or the final destination of the Property. When performed at the SUPPLIER’S or its subsupplier(s) facilities the inspector shall be provided with all the technical assistance necessary without any costs for Petrobras, including the access to the contractual documentation, including drawings, production data and registration/certificates/quality reports. -----

7.3.1 – When there is a continuous presence of an Inspector at the SUPPLIER’S facilities it must provide a proper place for his stay



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within its installations taking into account SUPPLIER'S internal regulations. -----

7.3.2 – If the inspection is not performed due to SUPPLIER'S exclusive responsibility, or if a new inspection is necessary by virtue of Property's rejection in a previous inspection, it shall reimburse Petrobras the costs relating to the Inspector, or his representatives, presence in its installations including the eventual costs of displacement and lodging. -----

7.4 – In order to perform any and all inspection phases, SUPPLIER shall submit to Inspector the drawings and documents certified by Petrobras pursuant to which the Property is being manufactured and, depending on the contractual conditions, the documents and drawings must be previously approved by Petrobras or by a company that is for that purpose contracted. -----

7.5 – If any Property that is inspected or submitted to a test does not meet the Material Requirements, Applicable Rules or Contractual Inspection Requirements, Petrobras is entitled to reject it and SUPPLIER must replace the rejected Property or perform any and all modifications necessary in order to meet such requirements without any additional costs incurred by



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Petrobras and the article must be once more submitted to inspection or test. -----

7.6 – No Property submitted to inspection may be remitted without the release in writing of the Inspector, being the SUPPLIER subject to payment of all costs resulting from this decision.-----

7.7 – Petrobras’ right to inspect and, when necessary, reject the Property after its arrival at final destination, shall in no way be limited to or put aside by virtue of inspection, testing, and acceptance of the Property by Petrobras or its representatives, before the shipment.-----

7.7.1 – The Property that is released at the SUPPLIER’S facilities shall be subject to verification by the Requesting Unit on the moment of its reception.-----

8 – PACKING FOR TRANSPORTATION -----

8.1 – SUPPLIER is responsible for Property packing and/or conditioning that shall be adequate to the kind of transportation defined in the CONTRACT and meet the requirements of the specific legislation for cargo transportation especially relating to health, safety and environment.-----



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8.2 – The volumes shall be marked with permanent ink and shall contain following words: Petrobras; acronym of the Addressee Unit; address of the Addressee Unit; number and item(s) of the material purchase order (PCM) and of the CONTRACT, as well as receive a proper visual signalization adequate to the kind of material to be transported (example: FRAGILE, DANGEROUS, RADIOACTIVE, etc). -----

9 –DELIVERY-----

9.1 – The Property delivery must be performed by the SUPPLIER in accordance with the CONTRACT and advanced deliveries are not allowed, unless defined in the CONTRACT or upon written authorization by Petrobras to be previously requested by the SUPPLIER. -----

9.1.1 – Advanced delivery is the delivery that is made more than 15 (fifteen) consecutive days before the contractual date of delivery.-----

9.2 – The Property under a CONTRACT or one of its items shall be object of a sole delivery or of delivery in installments as established in said document. -----

9.2.1 – When the delivery in installments is provided in the CONTRACT or further requested by Petrobras, the provisions



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hereunder shall apply to each delivered installment. When the delivery, due to transportation convenience, is to be made in installments, it shall be considered as the date of delivery the date relating to the last installment. -----

9.3 – The document that makes the Property of a CONTRACT available for transportation is: -----

9.3.1 – In the events of delivery FCA-SUPPLIER and CIP-CARRIER: The Bill of Lading (AE) which model is attached hereto as ANNEX I and that may be replaced by any other document issued by the SUPPLIER that characterizes the availability of the Property and informs all the data necessary for transportation by Petrobras. -----

9.3.2 – In the events of delivery FCA-SHIPMENT AIRPORT and FOB-SHIPMENT PORT: The International Bill of Lading (AEI) which model is attached hereto as ANNEX II and that may be replaced by any other document issued by the SUPPLIER that characterizes the availability of the Property and informs all the data necessary for transportation by Petrobras.. -----

9.3.3 – In the events of delivery EX-WORKS: The Bill of Lading (AE) or the International Bill of Lading the models of which are attached hereto respectively in ANNEX I and II and that may be



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replaced for by any other document issued by the SUPPLIER that characterizes the availability of the Property and informs all the data necessary for transportation by Petrobras... -----

9.3.4 – If the Property, due to SUPPLIER’S liability, may not be shipped on the date by it indicated and informed to Petrobras, SUPPLIER shall bear all the costs resulting from the idle displacement of the carrying vehicle or the unreasonable shipment delay. -----

9.3.5 – SUPPLIER shall deliver to Petrobras Unit in charge of the CONTRACT management the AE or the AEI duly filled in followed, when applicable, by a counterpart of the documents below: -----

- a) Communication of Material Release (CLM) or material acceptance report (for a Property acquired abroad) for the Property subject to inspection;-----
- b) Certificate of the classifying society for the Property subject to naval classification;-----
- c) Emergency card or “Material Safety Data Sheet” (for the Property acquired abroad), if the Property is a controlled product (dangerous chemical product, explosive, radioactive, etc.). -----



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d) Requirements/Special Instructions for lashing, protection, transportation, unloading and storage of the Property, whenever necessary. -----

9.3.6 – The Property withdrawal shall be provided by Petrobras, if it is accompanied by the documents mentioned in sub-item 9.3.5.-----

9.4 – In the event that transportation is a SUPPLIER’S obligation, it shall ship the material with a counterpart of the documents mentioned in sub-item 9.3.5, if applicable, as well as require that the addressee registers in the bill of sale or in other document that certifies the effective delivery of the Property, its name, enrollment, office, company’s name and date of reception of the Property.-----

In the event of a foreign SUPPLIER it may only ship the Property with a written authorization to be previously requested to the Contract Manager. -----

9.5 – The SUPPLIER’S liability shall cease when the Property is delivered in accordance with the INCOTERMS definitions in force, as defined in the respective CONTRACT. -----



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9.6 – The effective delivery date of the Property shall be the date defined below, in accordance with the delivery condition established in the CONTRACT:-----

a) EX WORKS: date of document protocol that informs the Property availability (Bill of Lading – AE or International Bill of Lading – AEI) or of any other document issued by the SUPPLIER that characterizes the Property availability, forwarded to the person in charge of the CONTRACT management or the date estimated for the readiness of the Property mentioned in AE or in AEI, prevailing whichever is the later. -----

b) FCA-SUPPLIER: date of Bill of Lading protocol (AE) or of any other document issued by the SUPPLIER that characterizes the Property availability, forwarded to the person in charge of the CONTRACT management or the date estimated for the readiness of the Property mentioned in AE, prevailing whichever is the later. -----

c) FCA-SHIPMENT AIRPORT and FOB-SHIPMENT PORT: date of International Bill of Lading protocol (AEI) or of any other document issued by the SUPPLIER that characterizes the Property availability, forwarded to the person in charge of the



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CONTRACT management or the date estimated for the readiness of the Property mentioned in AEI, prevailing whichever is the later. -----

d) CPT- DESTINATION AIRPORT: date of issuance of the “AIR WAYBILL – AWB”. -----

e) CFR-DESTINATION PORT: date of issuance of the “BILL OF LADING”. -----

f) CIP-Petrobras and CIP-THIRD PARTIES: date of issuance of the bill of transportation supplied by the Carrier. -----

g) CIP-CARRIER: date of issuance of the bill of transportation supplied by the Carrier indicated by Petrobras.-----

h) DDU (designated location) – it is the date of Property delivered at the location defined in the CONTRACT, registered in legible form in the bill of sale by the person who received the Property, who in addition to the date must register (in a legible form) in the same bill of sale his name, enrollment, the office, company’s name and the date of Property reception.-----

i) DDP (designated location) - it is the date of Property delivered at the location defined in the CONTRACT, registered in legible form in the bill of sale by the person who received the Property, who in addition to the date must register (in a legible form) in the



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same bill of sale his name, enrollment, the office, company's name and the date of Property reception.-----

10 – PROPERTY’S GUARANTEE -----

10.1 – SUPPLIER shall guarantee the quality of the Property for a period of 12 (twelve) months after the date on which Property begins to operate or 18 (eighteen) months from the date of delivery, prevailing whichever occurs first, unless another period of time is established in the CONTRACT.-----

10.1.1 – The guarantee period shall be interrupted on the date of notice of divergence by Petrobras, being resumed when the Property is under perfect conditions of use.-----

10.2 – The guarantee comprises the recovery or replacement, at the SUPPLIER’S costs, including transportation from the location where the Property was delivered up to the SUPPLIER’S facilities of any component or equipment that present a divergence of characteristics or any design errors and manufacturing defects.-----

10.3 – If, during the guarantee period, any defects or divergences in Property’s characteristics are verified, Petrobras shall communicate the fact in writing to SUPPLIER agreeing upon the period of time to correct the defects and delete the divergences. -



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10.3.1 – When SUPPLIER is not able to correct the defects, Petrobras may perform the necessary repairs directly or through third parties, at the SUPPLIER’S costs and upon its previous authorization.-----

11 – CONTRACTUAL AMENDMENTS -----

11.1 – Petrobras may at any time upon written agreement with the SUPPLIER perform amendments to the CONTRACT scope in one or more of following circumstances:-----

- a) alteration of the quantity of any item;-----
- b) alteration of the project, specification or of the requirement of manufacturing inspection;-----
- c) alteration of the delivery condition;-----
- d) alteration of delivery location;-----
- e) alteration of the Related Service;-----
- f) extinction of alteration of taxes or charges incident on the contracted prices. -----

11.2 – If any of these modifications causes a change in any of the unitary contracted prices or in the delivery schedule, SUPPLIER shall within 30 (thirty) days upon the receipt of the modification request submit to the CONTRACT manager the respective reflexes for evaluation and approval. -----



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11.2.1 – Any and all modification of the supply scope may only be executed upon analysis and agreement between SUPPLIER and Petrobras. -----

11.2.2 – Approval by Petrobras shall allow that SUPPLIER effects the modifications defined, and the CONTRACT shall be amended incorporating the respective modifications. -----

12 – ASSIGNMENT -----

12.1 – SUPPLIER may not assign, in whole or in part, the CONTRACT, unless upon previous and written authorization from Petrobras.-----

12.2 – SUPPLIER may not assign nor pledge, at any title, in whole or in part, the credits of whatever nature, resulting or arising from the CONTRACT, unless upon previous and written authorization from Petrobras. The authorization shall obligatorily states that Petrobras opposes to the assignee all the exceptions that it is entitled to, expressly mentioning that payments to assignee are subject to the compliance by the assignor of all its contractual obligations. -----

13 – TERMS -----

13.1 – The delivery terms shall be counted in consecutive days, from the date defined in the CONTRACT.-----



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13.2 – The eventual delays from subcontractors or subsuppliers shall be the exclusive responsibility of the SUPPLIER.-----

13.3 – SUPPLIER may request for analysis by Petrobras extension of the delivery term, due to force majeure, acts of God, or fair reasons. -----

13.4 – Notwithstanding the contractual terms adjusted, the legal effects of the CONTRACT shall continue for up to 180 (one hundred and eighty) days after its termination date. -----

14 – PAYMENTS -----

14.1 – The Property and the Related Service acquired shall be paid by Petrobras upon their delivery, whether total or partial, 30 (thirty) consecutive days from the date of the protocol of delivery of the collecting documentations at the locations indicated in the CONTRACT. -----

14.1.1 – Payments to suppliers shall be preferably made through the payment of securities by means of collection registered with banks that perform the electronic issuance of securities using the CNAB-240 standard (Febaban). The payments made through DOC shall be paid in D + 1. -----

When the payment is not made by means of a Bank Form, 1 (one) day will be added to the term.-----



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14.2 – Payments shall be made based upon the contractual events pursuant to a systematic also established in the CONTRACT.----

14.3 – In the event of postponement provided in the CONTRACT, SUPPLIER shall request the Contract Manager the confirmation of the compliance with the corresponding contractual event and the issuance of the respective supporting document.-----

14.3.1 – Payments of amounts concerning advancements shall be made upon the receipt submission that must obligatorily state Petrobras’ and SUPPLIER’ CNPJ and a legible copy of the supporting document mentioned in item 14.3.-----

14.3.2 – When the CONTRACT sets forth advancement installments, the payment of the amount relating to the property delivery shall only be made upon the submission of evidence to Petrobras that the bills of sale corresponding to the advancement payments already made have been issued. -----

14.4 – The bills of sale, invoices, bill and invoices, and receipts shall always indicate the numbers of the CONTRACT purchase process and its corresponding items.-----

14.4.1 – Each collecting document must correspond to a sole and exclusive CONTRACT. -----



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14.5 – The invoice, bill of sale, bill or receipt must obligatorily mention the SUPPLIER’S bank data, the bank number, the branch and the current bank account and the name of the drawee if it is not the supplier itself. -----

14.6 – Following documents shall be submitted for the qualification to payment at the location defined in the CONTRACT: -----

DOCUMENTATION FOR	DELIVERY CONDITION						
	PAYMENT QUALIFICATION	EX Works	FCA Supplier	CIP Carrier	CIP Petrobras	CIP Third Parties	DDP Addressee
Invoice / Bill of Sale or Invoice-Bill.		X	X	X	X	X	X
Receipted Invoice or other document issued by Petrobras attesting the effective delivery of the Property.				X	X	X	X
Bill of Lading (AE) with the Protocol of		X	X	X			



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its receipt by Petrobras, or other document that characterizes the availability of the Property for transportation.

Evidence of Delivery of the Property to the Carrier.	X	X	X	X	X	X
--	---	---	---	---	---	---

Communication of Material Release (CLM), when the Property is subject to inspection.	X	X	X	X	X	X
--	---	---	---	---	---	---

In the events of sub-item 14.3.2, a counterpart of the supplementary Bills of Sale corresponding to amounts already paid upon receipt, if not included in the delivery invoice.	X	X	X	X	X	X
---	---	---	---	---	---	---

Supporting



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Document of the compliance with the requirements bound to payment of the event of the Property delivery (delivery of technical documentation, manuals, etc) to be obtained with the Petrobras Unit in charge of the CONTRACT management.	X	X	X	X	X	X
--	---	---	---	---	---	---

14.6.1 – In the delivery condition CIP-CARRIER, CIP-Petrobras or CIP-THIRD PARTIES, SUPPLIER may submit the collection documentation even if incomplete and within up to 10 (ten) consecutive days from this date submit the copy of the invoice or of other document issued by Petrobras and that attests the effective Property delivery. If this does not occur, the payment shall only be made 20 (twenty) consecutive days after the submission of said document.-----



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14.6.2 – In the events when the Requesting Unit and the Purchasing Unit are the same, the material delivery followed by the Bill of Sale will be enough for processing the payment. -----

14.7 – The non-compliance with the requirements above mentioned shall imply the return of the collecting documentation within 05 (five) business days from the date of receipt and new counting for the payment term when it is submitted again, and in no way shall be paid any additional amount as a financial compensation. -----

14.8 – CONTRACTS that provide for a price adjustment shall be entitled thereto, taking into consideration the Adjustment and Payment Conditions of Petrobras – CRP defined in the instrument of notice and in the CONTRACT. -----

PROPERTY ACQUIRED IN EXTERNAL MARKET. -----

14.9 – For the Property payment, SUPPLIER shall provide a copy of following documents: -----

a) COMMERCIAL INVOICE describing the Property, quantities, unitary price and total amount, as well as the origin certificate, if applicable; -----

b) B/L – BILL OF LADING or AWB-AIRWAY BILL and annexes; -----



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c) material acceptance report, when the Property is subject to inspection; -----

d) evidence of the compliance with the event to which final payment is subject (technical documentation, manuals, etc.) to be obtained with Petrobras, as the case may be; -----

e) When issuing the invoice it must be stated “sold to and ship to” specified in the CONTRACT. -----

14.9.1 – In the event of a Property acquired from a foreign SUPPLIER with international freight of its responsibility, this shall be paid in accordance with the amounts stated in the B/L or AWB limited to the CONTRACT amount. -----

14.10 – Petrobras may perform debts of any amounts due to be directly reimbursed in any invoice pending payment to SUPPLIER, giving notice thereof. -----

15 – PENALTIES -----

15.1 – Except for the provisions in Part 16, TERMINATION OF THE CONTRACT, whenever it is set forth in the CONTRACT, the merely default fine due to default of a contractual clause by the SUPPLIER, CONTRACT termination and delay in the Property delivery shall be 0.10% (ten hundredth per cent) per day



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on the Property amount that is the object of default, termination or delay.-----

15.1.1 – The Property and Related Service amount on which the fine is incurred shall always be its respective adjusted price, and if applicable, accrued by the incident charges, such as: taxes, freights, and rates. -----

15.1.2 – In the event of default of contractual clause and delay in Property delivery, the total fine amount shall be limited to 10% (ten per cent) of the total CONTRACT amount, adjusted as the case may be, accrued by the incident charges, such as: taxes, freights, and rates, etc, excluding the loss of profits and indirect costs, as established in the Brazilian legislation in force. -----

15.1.3 – In the event of contract termination the fine amount shall be limited to the total CONTRACT amount, adjusted as the case may be, excluding the incident taxes. -----

15.2 – For the purposes of fine application, the Property that is supplied and does not comply with the CONTRACT provisions shall be considered as non-delivered. -----

15.3 – The amount of the fine applied shall be debited from the respective Property invoice or from any other that is under



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payment process to the SUPPLIER by Petrobras, which shall inform this decision.-----

15.4 – The date of effective Property delivery for the purposes of fine application is as defined in sub-item 9.6. -----

15.5 – In the event of CONTRACT termination due to reasons inherent to SUPPLIER, as described in sub-item 16.1, the period to be considered in the calculation of the fine amount shall be that comprised between the date of CONTRACT execution and the formalization of the termination.-----

15.6 – Any SUPPLIER’S delay without being duly excused by Petrobras in the execution of its obligations shall cause the application of any of the following sanctions, besides those provided by law: -----

- a) execution of eventual contractual performance guarantees; ----
- b) fine application;-----
- c) CONTRACT termination due to default, and fine application;
- d) registration sanctions.-----

15.7 – If SUPPLIER incurs in delay when correcting defects and eliminating the divergences verified in the characteristics of the Property it will be subject to the suspension, cancellation,



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withdrawal from the registry penalties or impossibility to contract with Petrobras.-----

16 – TERMINATION OF THE CONTRACT-----

16.1 – Petrobras may, without prejudice of other contractual penalties, upon previous 30 (thirty) day notice to SUPPLIER terminate the CONTRACT, in whole or in part, in following circumstances: -----

16.1.1 – The non-compliance or the irregular compliance with the contractual clauses, specifications, projects or terms. -----

16.1.2 – The slowness to comply with the CONTRACT leading Petrobras to evidence the impossibility to complete the supply of the Property or Related Service, within the stipulated terms.-----

16.1.3 – Unreasonable delay to begin the Property or Related Service supply.-----

16.1.4 – Property or Related Service supply stoppage without reasonable cause and notice to Petrobras. -----

16.1.5 – Total or partial subcontracting of the CONTRACT’S object, the SUPPLIER’S association with another, the assignment or transfer, in whole or in part, as well as the merger, split-off or incorporation, except if allowed in the bidding and in the CONTRACT. -----



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16.1.6 – The non-compliance with the regular determinations of Petrobras’ representative appointed to manage the CONTRACT’S execution, as well as those of his chiefs. -----

16.1.7 – The repeated commitment of faults in the CONTRACT’S execution, duly annotated in proper registration.

16.1.8 – Adjudication of bankruptcy. -----

16.1.9 – Winding up of the company. -----

16.1.10 – Amendment of the articles of association or the modification of the company’s objects or structure that prejudices the CONTRACT’S execution. -----

16.1.11 – The occurrence of acts of God or force majeure events, regularly proven, that hinder the CONTRACT’S execution. -----

16.2 – In the event that Petrobras terminates part of the CONTRACT, SUPPLIER shall continue to execute it in relation to the non-terminated part of the same. -----

16.3 – Petrobras may, at any time, terminate the CONTRACT upon written notice to SUPPLIER, without any compensation, if SUPPLIER is adjudicated bankrupt, is wound up, or otherwise becomes insolvent, without prejudice to any other right, action or recourse that might have resulted or that may result to Petrobras’ benefit. -----



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16.4 – CONTRACT may further be cancelled by Petrobras for its convenience, upon previous notice given at least 30 (thirty) days in advance. In this case, SUPPLIER shall be paid, upon duly evidence, the amount corresponding to the part already executed of the order, including the project, and the amount of material specifically dedicated to Petrobras, which order may not be cancelled by the SUPPLIER, which amounts correspond to the respective original prices, accrued by the adjustments due on the date of termination. The materials and projects that are paid by Petrobras shall become its property. -----

16.5 – CONTRACT may further be terminated upon following conditions: -----

16.5.1 – Reasons of public interest, high relevance and wide knowledge, duly justified and determined by Petrobras and drawn up in the proceedings to which the CONTRACT refers.---

16.5.2 – Suspension of its execution by written order from Petrobras, for a period of time exceeding 120 (one hundred and twenty) days, except in the case of public calamity, serious disturbance of the internal order or war.-----

16.5.3 – Delay exceeding 90 (ninety) days for the payments due by Petrobras resulting from supply or any installment of the



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supply already received or executed, except in cases of public calamity, serious disturbance of the internal order or war, the contractor being entitled to suspend the compliance with its obligations until the situation is regularized.-----

16.6 – The CONTRACT may be terminated if the suppression by Petrobras of part of the contracted object causes a modification of the initial amount beyond the amount permitted by law.-----

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

17.1 – SUPPLIER is liable for the acts of its employees and their consequences resulting from the inobservance of any laws, rules, and regulations of Industrial Safety, Occupational Health, and Environmental Protection in force in the country. -----

17.2 – During the CONTRACT execution SUPPLIER may not allege that it is not aware of the Rules and Regulations of Industrial Safety, Occupational Health and Environmental Protection in force on the date of the proposal submission even if they are not attached hereto once this information is available for consultation in each operational segment of the Company.-----

17.3 – SUPPLIER must perform its activities in a preventive manner protecting people and Environment, taking into account and restating following sub-items: -----



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17.3.1 – SUPPLIER is responsible for and bound to supplying free of costs the EPI to all its employees and in accordance with the provisions established in the Regulating Norm n° 6 of the Ministry of Labor and Employment – MTE. The selection and technical specification of the EPI must be defined by the SUPPLIER by virtue of the evaluation of risks pertaining to the services performed, which must be efficient and able to guarantee the preservation of the employees' health from the risks of the working environment in which they are developed and levels to which they may be exposed. All EPI must have the stamp of the number of the Certificate of Approval (CA) attached thereto. ----

17.3.2 – SUPPLIER is in charge of preparing and complying with the Program of Prevention of Environmental Risks (PPRA), Program of Medical Control of the Occupational Health (PCMSO) pursuant to NR-9 of its personnel and of the personnel of its subcontractor(s). -----

17.3.3 – SUPPLIER, if in charge of handling and transportation of dangerous material, whether directly, whether by means of third parties, must assure that the legal requirements and regulations applicable shall be complied with. It is hereby outlined the need to comply with the Decree 96.044 of May 18,



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1988 and its regulation published in the Federal Official Gazette (DOU) of May 19, 1988, and Directive n° 204/MT of May 26, 1997 issued by the Ministry of Transportation, and Decree 4.097 of January 23, 2002.-----

17.3.4 – The vehicles used by the SUPPLIER may only transit within the internal areas of Petrobras since they abide by the National Traffic Code. In operational segments, SUPPLIER must abide by the instructions provided in the Petrobras Emergency Control Plan. -----

18 - CORPORATE LIABILITY-----

18.1 – To assure and demonstrate through objective evidences at any time when requested by Petrobras, the commitment to meet the premises provided in a process of Corporate Liability Management, based upon Norm SA 8000.-----

18.2 – To comply with the applicable legislation, as well as respect the international instruments mentioned in the CONTRACT. If any non-compliance is verified, to adopt measures aiming its prompt correction.-----

18.3 – To continuously improve the conditions of the working places so that they are even safer and healthier, not allowing



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situations of serious and imminent danger or that may cause damages to human beings health and to the environment. -----

18.4 – To furnish all the necessary information to those involved in all the supply chain of the contracted products, allowing the handling and use of the same in a safe manner during its life cycle. -----

18.5 – Not allow the practice of infantile labor, forced work or disciplinary measures such as physical, mental, psychological, hierarchic coercion, oral abuse and other non-ethical duress. -----

18.6 – To assure the non-existence of any kind of discrimination (race, social class, nationality, color, religious, sex, sexual orientation, association to unions, political party, etc.). -----

18.7 – To act so that its subsuppliers, partners, and subcontractors commit themselves to comply with the requirements of Norm SA 8000.-----

18.8 – To assure the documented publication for all its employees of the corporate liability policy adopted by the Company.-----

19 – PREVAILING LANGUAGE-----

19.1 – The CONTRACT shall be expressed in Portuguese language, and an English version may be adopted for the



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purposes of its execution. In any event, the Portuguese text shall prevail, and this language must be used in all the documentation resulting from the CONTRACT that may be issued by the parties, except for the technical specifications that may be in English. -----

20 – APPLICABLE LAW AND JURISDICTION -----

20.1 – The construction and application of the CONTRACT terms shall be in accordance with the Brazilian laws and the court of the head office of the Unit that has executed the purchase shall have jurisdiction and competence on any controversy resulting from the CONTRACT, including the execution of any arbitration, constituting the elected jurisdiction, which shall prevail over any other, even if a more privileged one.-----

PETRÓLEO BRASILEIRO S.A. – PETROBRAS.-----

CONDITIONS OF MATERIAL SUPPLY (CFM 2005).-----

Form of Bill of Lading – AE

ANNEX I

SUPPLIER’S STATIONERY (4 COUNTERPARTS)

TO: -----

PETRÓLEO BRASILEIRO S.A. – PETROBRAS.-----

(Address of the Purchasing Body mentioned in the Contract)-----



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- Provisional - Definitive -----

Bill of Lading N° _____ Date: _____ -----

Ref.: PCM-_____ AFM/AEM - _____ -----

AEM - _____ -----

- FCA-SUPPLIER - CIP-CARRIER. -----

We inform you that the material purchased by referred document is ready to shipment, and must be taken from __/__/__ on at following address: _____, City: _____, State: _____, Contact Person: _____, Telephone : _____, Fax: _____.

SUPPLY DETAILS

1 – Amount: R\$ _____, including IPI. ----

2 – Discrimination of the Material: _____

3 – Material inspected and approved on __/__/__ - CLM N° _____ -----

4 – Items supplied and quantities: _____

5 – Total gross weight: _____ (kg) and net weight: _____ (kg). -----

6 – Total number of packages: _____ Numbered from _____ to _____ -----



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7 - _____ Boxes; _____ Crates; _____ Not Bound; _____ Bound. -----

8 – Material/Load (dimensions in mm and weight in kg, per package):-----

.....Packages measuring:Packages measuring:Packages measuring:
Length:.....	Length:.....	Length:.....
Width:	Width:	Width:
Height:.....	Height:.....	Height:.....
Gross weight per package:	Gross weight per package:	Gross weight per package:
Allows overlapping ofpackages	Allows overlapping ofpackages	Allows overlapping ofpackages

9 – Additional recommendations to Carrier (shipment time, capacity/day, previous notice for shipment schedule, requirements/special instructions for load lashing/protection, transportation, unloading, storage, etc.): _____

NOTE: Item 3 only refers to material subject to inspection. Attach copy of the Communication of Material Release without which its removal may not be provided.-----



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Yours Truly, -----

_____ (Signature of the supplier’s authorized
representative).-----

PETRÓLEO BRASILEIRO S.A. – PETROBRAS.-----

CONDITIONS OF MATERIAL SUPPLY (CFM 2005).-----

ANNEX II

SUPPLIER’S STATIONERY (2 COUNTERPARTS)

TO: -----

PETRÓLEO BRASILEIRO S.A. – PETROBRAS.-----

(Address of the Purchasing Body mentioned in the Contract)-----

International Bill of Lading N° _____-----

Date: _____-----

Ref.: PCM-_____ AFM _____-----

AEM - _____-----

1 – IDENTIFICATION OF THE MATERIALS/LOAD:-----

ITEM	AFM/AEM	QUANTITY	SHORT DESCRIPTION	TAX CLASSIFICATION	AMOUNT
.....
.....
.....
.....

2 – ESTIMATE DATE FOR LOAD READINESS: ___/___/___



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3 – LOAD (DIMENSIONS IN MM AND WEIGHT IN KG, PER PACKAGE): -----

.....Packages measuring:Packages measuring:Packages measuring:
Length:.....	Length:.....	Length:.....
Width:	Width:	Width:
Height:.....	Height:.....	Height:.....
Gross weight per package:	Gross weight per package:	Gross weight per package:
Allows overlapping ofpackages	Allows overlapping ofpackages	Allows overlapping ofpackages

4 – TRANSPORTATION: -----

Condition of the AFM delivery: -----

Destination Port/Airport: -----

5 – SUPPLIER: -----

Corporate Name:-----

Address: -----

Contact Person: -----

Telephone Number: -----

Fax Number: -----



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6 – SUPPLIER’S REPRESENTATIVE: -----

Corporate Name:-----

Contact Person: -----

Telephone Number: -----

Fax Number: -----

Yours Truly, -----

_____ (Signature of the supplier’s authorized
representative).-----