



Brazilian Naval Commission in Washington

5130 MacArthur Blvd. N.W.
Washington, D.C. 20016-3316

Contract No. 70200/22-19/00.

Contract signed between the Brazilian Naval Commission in Washington and Shimadzu Latin America S.A (SLA) for the acquisition of 1 (one) equipment of Energy Dispersive X-Ray Fluorescence Spectrometer and accessories for use in the Brazilian Navy (BN).

The Brazilian Navy, through the Brazilian Naval Commission in Washington (BNC), headquartered at 5130 MacArthur Blvd., NW, Washington, DC, 20016, represented by the President of this Naval Commission, Captain JOSÉ AUGUSTO CORREIA NETO, holder of ID No. 5008-1562-01, hereinafter referred to as the **BUYER**, and SHIMADZU LATIN AMERICA S.A. (SLA), headquartered at Lavalleja BR GRAL.J.A. Ruta 8 km 17500, Edificio @3, 202-007, Zonamerica, Montevideo, Oriental Republic of Uruguay, 91600, represented by SHUNICHI ARIMURA, president, holder of ID V305137-C Federal Police of the Federative Republic of Brazil, and holder of CPF 226.883.988-57, hereinafter referred to as the **SELLER**, in compliance with the provisions of Law no. 8,666, of June 21, 1993, of the Federative Republic of Brazil, adapted to local peculiarities, resolve to enter into this Contract, arising from Bidding Waiver Process No. 1/20/2021 from "Centro Industrial Nuclear de Aramar", through the following clauses and conditions.

FIRST CLAUSE - OBJECT

1.1 The purpose of this Notice is the acquisition of 1 (one) equipment of Energy Dispersive X-Ray Fluorescence Spectrometer and accessories for use in the Brazilian Navy, as described below.

ITEM	REFERENCE	NCM	DESCRIPTION	QUANTITY	UNIT PRICE USD
1	SE DV 4200-2020-00007	9022.19.10	EDX-8100 Energy Dispersive X-Ray Fluorescence Spectrometer. Ref.: EDX-8100 - Shimadzu. Part. Number: 212-25870-58	1	66,322.94
2	SE DV 4200-2020-00008	8523.49.90	Software for EDX-7000, EDX-8000. Part number 212-25600-41	1	2,292.66
3	SE DV 4200-2020-00009	9022.90.90	Vacuum unit for EDX-7000, EDX-8000. Part number: 212-25425-42	1	6,704.52
4	SE DV 4200-2020-00010	9022.90.90	Helium replacement unit for EDX-7000. Part number: 212-25440-41	1	2,347.69
5	SE DV 4200-2020-00011	9022.90.90	Type 3571, for general use, without cover, 100pcs/set. Part number: 219-85000-55	1	359.90
6	SE DV 4200-2020-00012	9022.90.90	Type 3561, for micro simple, vol.: 8ml, 100 pcs/set. Part number: 219-85000-53	1	323.90
7	SE DV 4200-2020-00013	9022.90.90	Mylar film for sample cells, 500 sheets/set. Part number: 202-86501-56	1	84.61
8	SE DV 4200-2020-00014	9022.90.90	Polypropylene film for sample cell (roll, 300ft.). Part number: 219-82019-05	1	305.00
9	SE DV 4200-2020-00015	9022.90.90	Gas Pipe Adapter MM-PT1-4. Part number: 201-34675	1	258.78
TOTAL PRICE					79,000.00



SECOND CLAUSE – SPECIAL REQUIREMENTS

2.1 SE DV 4200-2020-00007 – Energy Dispersive X-Ray Fluorescence Spectrometer, model EDX-8100

2.1.1 Description

- a) Chamber for samples.
- b) Sample compartment up to 300mm wide, 275mm deep and 100mm high;
- c) The collimator: 4 types, automatic change between them with 1mm, 3mm, 5mm and 10mm in diameter; sample observation CCD camera;
- d) X-ray generator:
Rh tube
Power: 50W
Voltage: 4 – 50kV, with 1kV step
Current: 1 – 1000 μ A, with 1 μ A step
Stability: + or - 0.5%
Protections: Voltage, current and power overloads, detection of micro electrical discharges;
Radiation Interrupt: Switch enables/disables X-ray radiation.
- e) Basic configuration with 5 types of primary filters for high sensitivity analysis in a wide range of light to heaviest elements.
- f) Latest technology in SDD detector (Silicon Drift Detector) with high resolution lower than 135 eV and Peltier electronic cooling (does not use liquid nitrogen);
- g) Detection range: 6C – 92U;
- h) Software Windows 7 and 10 (32-bit/64-bit)[®].

2.1.2 Accessories

- a) Includes Manuals;
- b) Accompanies Standard Kit of sample holder:
 - I) 219-85000-54 - 5 units;
 - II) 219-85000-55 – General Open-End Cell – 5 units; and
 - II) 202-86501-56 – Mylar – diameter of 70mm and thickness of 6 microns (one) – 10 units.
- c) includes USB cable.

2.2 SE DV 4200-2020-00008 – Software package for EDX-7000, EDX-8000, EDX-8100

2.2.1 Description

- a) PCEDX3 software specifications listed, describes common PCEDX-Navi functions and PCEDX-Pro common functions for EDX-7000, EDX-8000, EDX-8100 and EDX-LE;
- b) Basic functions: Easy, fast startup and X-ray tube performance;
- c) Quantitative Analysis: Fundamental Parameters Method, Fundamental Parameters Method with BG correction (patented), maximum of 100 elements per sample. Thin film: maximum 10 layers with 100 elements;
- d) Method with Calibration Curves: method that uses standards to obtain the calibration curve, with corrections for BG, variation and by internal standard. The calibration curve can be of 4 types and can be divided into up to 5 parts. It is also possible to perform matrix correction in the material;

- e) Qualitative Analysis: Smoothing, BG processing, automatic peak capture and identification, peak separation (adjustment function), multiple BG adjustment (max. 16 points), element spectrum addition/removal and marking, spectrum listing desired for unknown peaks;
- f) Quali-Quantitative Analysis: The quantitative analysis is performed automatically after the qualitative analysis, through the method of fundamental parameters;
- g) Matching: Compares the sample analysis data with those in the data library and shows the results in descending confidence level;
- h) Report creation: Output format: HTML or Excel, using the report template, a new report is created from the standard report template and unit of analysis, standard deviations and profiles are copied into the report;
- i) PCEDX-Navi Specific Functions: Basic Functions: Performance test, sample video preview is available, reference screen with beam size, screen center and scale and brightness control system. Conditional password protection;
- j) Result analysis: List of analyzed results, sort function (reverse chronological order, chronological order, alphabetical order, reverse alphabetical order) and copying and converting the results list to CSV;
- k) PCEDX-Pro specific functions: Quantitative analysis: Corrections (deviation and blank), repetition of measurements; Routine analyses: Storage and reading of logged sample names, startup and shutdown conditions, auto calibration, and every possible combination of these;
- l) Listing: Daily/monthly report, statistical analysis with output file in ASCII;
- m) Combination: Library registration/editing;
- n) Processing content: Deviation correction, white correction;
- o) Maintenance: Instrument Monitor, Automatic recording of instrument errors, Start/shutdown function, Self-calibration system;
- p) Environment utility: Saving and reading conditions or analytical results, environment configuration, etc.
- q) Help system: User can view detailed information of each window due to HTML help files.

2.3 SE DV 4200-2020-00009 - Vacuum unit for EDX-7000, EDX-8000

2.3.1 - Description

Vacuum unit consisting of pump and control system. Required to increase the detection sensitivity of light elements.

2.3.2 - Accessories

- a) Includes: Vacuum valve, vacuum pump and vacuum pump control box.

2.4 SE DV 4200-2020-00010 - Helium Replacement Unit, HE Option, EDX

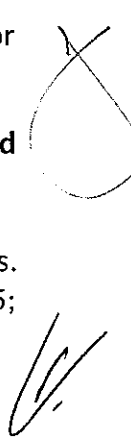
2.4.1 - Description

To detect light elements in low concentration in liquid samples that cannot be dried or filtered.

2.5 SE DV 4200-2020-00011 - Sample holder with lid to accommodate powders, liquids and small samples

2.5.1 - Description

Sample holder for general use, with a capacity of 10ml. Used for liquid and powder samples. Mylar film is required - P/N: 202-86501-56 or Polypropylene film 3520 - P/N: 219-82019-05; Pack of 100 units.



2.6 SE DV 4200-2020-00012 - Sample holder with lid to accommodate small volumes of powders or liquids.

Sample holder for thin films and liquids that expand their volume, with a capacity of 8ml. Use for liquids with volume expansion, this sample holder has a small hole for the exit of the gases. Mylar film is required – P/N: 202-86501-56 or Polypropylene film 3520 – P/N: 219-82019-05; Pack of 100 units.

2.7 SE DV 4200-2020-00013 - Mylar film to be used in sample holder

Mylar film. Thickness of 6 microns (6um); (has greater mechanical resistance and attacks by organic acids and bases) Pack of 500 films/set. Recommended for the use of heavy elements.

2.8 SE DV 4200-2020-00014 - Polypropylene film for liquid sample holders.

3520 Polypropylene Film. Thickness of 5 microns (5um). Roll with dimensions: 73mm wide by 92 meters long.

2.9 SE DV 4200-2020-00015 - MM-PT1-4 Gas Pipe Adapter.

THIRD CLAUSE - LEGAL APPROVAL

The process was approved by Opinion No. 00096/2022/CJACM/CGU/AGU/2022 of the Brazilian Adjunct Legal Consultancy with the Navy Command.

FOURTH CLAUSE - DELIVERY

4.1 The **SELLER** shall deliver the product in perfect condition, in accordance with the technical specifications, deadline and location contained in this Contract.

4.2 The material shall be delivered within the period established in the **SELLER's** proposal from the date of the Contract signing. In unjustified delays, the **SELLER** will be subject to the administrative sanctions detailed in this Contract.

4.3 The equipment will be definitively received within one hundred and twenty days (120) days from the date of delivery to the End User, after quality, quantity and installation verification and subsequent acceptance by means of a substantiated term.

4.4 In the event that the verification referred to in the previous item is not carried out within the established period, it will be deemed to have been carried out, with the final receipt being consummated on the day the period expires.

4.5 Provisional or definitive receipt of the object does not exclude the **SELLER's** liability for damages resulting from the incorrect performance of the Contract.

4.6 The **SELLER** must deliver the material packed, crated, labeled, and repacked (when applicable) under the highest standards for international transportation (not merely common carrier requirements).

4.7 Delivery must be made following INCOTERMS 2020 – FCA, at OSAKA airport – JAPAN. The material must be delivered already cleared by the **SELLER** to the freight forwarder indicated by the **BUYER**.

4.8 To allow customs clearance of the material in Rio de Janeiro/Brazil, the **SELLER** must provide the shipping documentation listed below **before** shipment, in order to obtain BNC's authorization for delivery in Brazil:

- a) Invoice (signed by the **SELLER**);
- b) Packing List;
- c) Export License or a Declaration that no Export License is required;
- d) MSDS and IMPG/DGD, if any material is considered hazardous;
- e) Any other necessary shipping-related documentation requested by the **BUYER** or its freight forwarder.

4.9 All shipments being organized by the **SELLER** must obtain approval from the BNC's Shipping Coordinator **before** shipment. If any instructions are needed, the **SELLER** can contact the BNC's Shipping Coordinator by email at cnbw.shipment@marinha.mil.br.

4.10 The Invoice, Packing List, and Packaging Label must contain the BNC's consignee information as indicated below:

Centro de Distribuição e Operações Aduaneiras da Marinha
CNPJ 00.394.502/0382.06,
Av. Brasil, 10500 – Olaria - Rio de Janeiro, RJ – 21012-350 BRAZIL
Tel: +55-21-2101-0057 / 0567 - Email: cdam.importa@marinha.mil.br
Contract number: 70200/22-19/00.

4.11 Following international shipping requirements, all wooden packaging (crates, skids, etc.) should comply with all the ISPM-15 (International Standards for Phytosanitary Measures N° 15) regarding heat treatment.

4.12 Following international shipping requirements, all dangerous goods must be appropriately marked and labeled according to IATA or IMDG standards and include an MSDS (Material Safety Data Sheet) and DGD (Dangerous Goods Declaration).

4.13 Following INCOTERMS 2020, ICC Publication No. 723E, the **SELLER** shall obtain at its own risk and expense any export license or other official authorization and carry out, where applicable, all customs formalities necessary for exporting the product goods/services to Brazil. The BNC will not pay any costs for export license applications. If an export license is required, the **SELLER** *must* notify the BNC in its proposal to obtain an official **End-User Certificate (EUC)**. If not needed, **SELLER** *must* also state this in its proposal.

4.14 The **SELLER** must notify the BNC immediately if it anticipates or experiences any difficulties that impact the delivery plan, providing relevant details (including an indication of the cause(s) and the efforts to maintain the schedule).

4.15 Suppose the **SELLER** does not comply with the schedule established, the BNC could choose to request expedited delivery to compensate for the respective delay. In that case, the **SELLER** will bear the costs associated with such shipment.

FIFTH CLAUSE - VALIDITY

5.1 The validity of this contract is from December 15th 2022 and shall remain in force until all obligations contained herein are satisfactorily fulfilled.

5.2 Delivery will be considered complete after the End User confirms delivery in accordance of the Contracted Object.

SIXTH CLAUSE – PRICE

6.1 The value of this Contract is USD 79,000.00.

6.2 The above amount includes all direct and indirect ordinary expenses arising from the performance of the contract, including taxes/or fees, civil charges related to the delivery of the material, according to the specific clause on delivery.

6.3 The BUYER is authorized to promote, under the same contractual conditions, the additions or deletions made in the purchases, up to 25% (twenty-five percent) of the updated initial value of the contract.

SEVENTH CLAUSE - BUDGET ALLOCATION

The expenses to meet this contract are scheduled in a specific budget allocation provided in the Union's budget for the fiscal year 2022.

EIGHTH CLAUSE - PAYMENT

8.1 **Advanced payments are not allowed.**

8.2 **BUYER** will make payment to **SELLER** within 30 days after the Air Waybill (AWB) is issued. Payment may be made against the invoice (through Bank Transfer). The invoice shall provide thirty (30) days for the corresponding payment from the date of issuance of the AWB. For bank transfer purposes, the bank name and address, ABA, IBAN, BIC code, Swift code, account name, and number should be included in the invoice.

8.3 The **BUYER** shall not be responsible for any fees charged by the **SELLER's** financial institution.

8.4 **Invoice and Packing List** issued by the **SELLER** must strictly comply with this contract and must present the following information:

- a) Billed to the Brazilian Naval Commission in Washington;
- b) Price in dollars;
- c) Contract number;

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- d) Destination address;
- e) Delivery term;
- f) Item description including, PN, NSN, Export Control Classification Number (ECCN) and the Harmonized Tariff Schedule number (HTS);
- g) Quantities and unit prices, as presented in the price proposal;
- h) Consignee Information.

8.5 For wire transfer purposes, the bank name and address, ABA, IBAN, BIC code, Swift Code, account name and account number must be included in the invoice.

8.6 The final invoice (and not the commercial invoice) must be sent to the BUYER by email to cnbw.shipment@marinha.mil.br with copy to vivianne.brasil@marinha.mil.br

8.7 The **BUYER** will not accept any Invoice and Packing List that do not contain all the information required in clause 7.6. Revised documentation will be requested in this case, and if the payment term is affected, the **BUYER** will not bear any costs for late payment.

8.8 The **BUYER** is a Military Organization of the Brazilian Navy in the United States and is tax-exempt nationwide on purchases over \$500.00. A copy of the tax exemption card can be provided upon request.

NINTH CLAUSE - READJUSTMENT

Within the validity of this Contract, the **SELLER** cannot readjust the final price.

TENTH CLAUSE - PRODUCT WARRANTY

10.1 Warranty against manufacturing defects will be 15 months after shipment or 12 months after installation and operational training, whichever comes first.

10.2 Support for the equipment must be provided in Brazil, within 72 hours, with on-site access when necessary or by telephone service.

10.3 The warranty shall start from the shipment of the equipment, according to item 10.1.

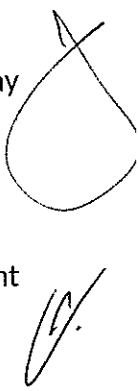
10.4 After the end of the warranty period, the prices and conditions for technical assistance and the purchase of spare parts will be agreed upon by both parties.

ELEVENTH CLAUSE - NOTIFICATIONS

11.1 The **SELLER** should notify the **BUYER** immediately upon becoming aware of a fact or any occurrence that may delay the delivery schedule of the materials bid for directly in Brazil.

11.2 **BUYER** will notify the **SELLER** of any clarifications that may be necessary.

11.3 Notifications must be followed by acknowledgment of receipt and addressed to the President of this Naval Commission, as per the information below:



BUYER – Brazilian Naval Commission in Washington
To: Contracts and Public Bid Division
Address: 5130 MacArthur Blvd., NW Washington, DC, 20016
Tel: (202) 244-3950 – ext.: 341
Email: vivianne.brasil@marinha.mil.br/ josilene@marinha.mil.br

SELLER - Company name
Contact name
Phone number
Email address

TWELFTH CLAUSE – CONTROL AND SUPERVISION OF EXECUTION

12.1 It is expressly understood by and between the **SELLER** and the **BUYER** that an authorized party of the Brazilian Navy **will inspect the packages goods upon arrival at the final destination.**

12.2 During this inspection, the BNC shall have the right to claim the shortage of any item and reject any item or lots of products that have been found to have material defects, poor quality, or are otherwise not in conformity with the requirements of the contract. In the event of such rejection, the BNC shall issue a **Discrepancy Report** requesting the replacement or repair at the **SELLER's** own risk and expense, within **90 (ninety) days**, of the rejected items or lots so that the goods furnished will be in strict conformity with the specifications set forth herein. Final inspection and acceptance shall not be conclusive concerning latent defects of fraud or otherwise restrict the Brazilian Navy's rights under any warranty.

12.3 The **SELLER** is responsible for any **"hidden"** defects discovered during use. The **SELLER** shall fully replace the items within 01 (one) year.

12.4 The **BUYER** reserves the right to terminate this Contract in the event of non-performance of the contract, which will give the initiation of an Administrative Liability Process.

THIRTEENTH CLAUSE – ASSIGNMENT AND SUBCONTRACTING

Assignment or subcontracting is not authorized without the prior consent of the **BUYER.**

FOURTEENTH CLAUSE – APPLICABLE LAW

This Contract is governed in accordance with Law no. 8.666, of June 21, 1993, of the Federative Republic of Brazil, adapted to local peculiarities, and by the laws of the District of Columbia.

FIFTEENTH CLAUSE – ADMINISTRATIVE SANCTIONS

15.1 The following shall be considered an administrative infraction by the **SELLER:**

- a) submit false documentation;
- b) cause object execution delay;
- c) commit tax fraud; and
- d) behave disrespectfully.



15.2 The **SELLER** that commits any of the offenses described in the previous sub-items will be subject, without prejudice to civil and criminal liability, to the following sanctions:

- a) Warning for minor faults, understood as those that do not cause significant damage to the contract object;
- b) Fine of 10% (ten percent) on the estimated value of the item(s) harmed by the **SELLER's** conduct, or due to contractual non-performance, at which time the calculation will be according to the value of the contract;
- c) Suspension of bidding and impediment from contracting with the body, entity or administrative unit through which the Public Administration operates and acts specifically, for a period of up to two years;
- d) Impediment from bidding and contracting with the Union for a period of up to five years;
- e) Declaration of unsuitability to bid or contract with the Public Administration, while the determining reasons for the punishment persist or until rehabilitation is promoted before the very authority that applied the penalty, which will be granted whenever the **SELLER** reimburses the **BUYER** for the damages caused;

15.3 The penalty of fine may be applied cumulatively with the other sanctions.

15.4 If, during the penalty application process, there is evidence of an administrative infraction typified by Law No. 12.846, of August 1, 2013, as an act harmful to the national or foreign public administration, copies of the administrative process necessary for the determination of responsibility of the company must be sent to the competent authority, with a reasoned dispatch, for knowledge and decision on the possible initiation of a preliminary investigation or Administrative Accountability Proceeding.

15.5 The investigation and judgment of other administrative infractions not considered as a harmful act to the national or foreign Public Administration under the terms of Law No. 12.846, of August 1, 2013, will follow their standard procedure in the administrative unit.

15.6 Processing the Administrative Accountability Proceeding does not interfere with the regular follow-up of specific administrative processes to determine the occurrence of damages and losses to the Federal Public Administration resulting from a harmful act committed by a legal entity, with or without the participation of a public agent.

15.7 If fine is insufficient to cover the damages caused by the **SELLER's** conduct, the Federal Government or Entity may collect the remaining amount in court.

15.8 The application of any of the penalties provided for will be carried out in an administrative process that will ensure the adversary system and the entire defense of the **SELLER**, observing the procedure provided for in current bidding legislation, and in the alternative in Law No. 9.784, of 1999, combined with local peculiarities.

15.9 The competent authority, when applying the sanctions, will consider account the seriousness of the offender's conduct, the educational nature of the penalty, and the damage caused to the Administration, observing the principle of proportionality.

SIXTEENTH CLAUSE – INTELLECTUAL PROPERTY RIGHTS

The **SELLER** is responsible for guaranteeing that the item(s) acquired does not violate past patent registration granted in the United States of America and Brazil and any copyrights, trade secrets, or other intellectual property rights.

SEVENTEENTH CLAUSE – DISPUTES

17.1 If needed, the **PARTIES** agree to seek the settlement of disputes through the amicable route using notifications. However, if a dispute is not resolved through an agreeable settlement, the disagreements or claims will be settled by arbitration, per the International Arbitration Rules of the “American Arbitration Association.”

17.2 The place of arbitration will be in Washington, DC, the number of arbitrators will be three, and the arbitrator's decision will be final and binding on the parties. Each party shall select one arbitrator within thirty (30) days after the commencement of the, be arbitration, and both arbitrators shall select a third. If either party fails to appoint an arbitrator within this period, the arbitrator chosen by the other party will be the sole arbitrator. Suppose the two arbitrators do not agree on the selection of a third arbitrator within 45 (forty-five) days after the commencement of the arbitration, the American Arbitration Association will select the third arbitrator.

17.3 The arbitration must be conducted in English, and all documentation must also be in English. The arbitration award shall be the sole and exclusive remedy between the parties concerning claims, counterclaims, issues, or bills presented or pleaded to the arbitrators. The award must be paid in US Dollars, net of any tax, deduction, or offset. Any costs, fees and, expenses incurred in enforcing the judgment will be charged against the party resisting such enforcement.

17.4 The award will include interest from the date of the breach or other breach of this Agreement. The arbitrators must also fix the appropriate interest rate from the date of the breach or other breach until the date the award is paid in full. In no event, however, shall such interest rate during that period be less than the Bank of America's announced commercial lending benchmark rate for ninety (90) day loans to commercial borrowers in the corresponding period.

17.5 Any court of competent jurisdiction may hand down the judgment of the arbitration award.

17.6 As a subsidiary form of dispute resolution, the District of Columbia Court of the United States is hereby elected to process and decide any actions arising from this bidding process.

EIGHTEENTH CLAUSE – SUPERVISION

The **BUYER** and the End User will supervise the performance of this Contract.

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NINETEENTH CLAUSE - BUYER'S OBLIGATIONS

19.1 The **BUYER's** obligations are:

- a) Receive the object within the term and conditions established in this contract;
- b) Thoroughly check, within the set deadline, through the End User, the conformity of the goods provisionally received with the specifications contained in the contract, for the purpose of acceptance and final receipt;
- c) Communicate to the **SELLER**, in writing, about imperfections, failures or irregularities verified in the supplied object, so that it can be replaced, repaired or corrected; and
- d) Pay the **SELLER** in the amount corresponding to the supply of the object, within 30 days after the confirmation of delivery and inspection of the materials in Brazil.

19.2. The **BUYER** shall not be liable for any commitments made by the **SELLER** to third parties, even if linked to the performance of the Contract, as well as for any damage caused to third parties as a result of the **SELLER's** act, its employees, agents or subordinates.

TWENTIETH CLAUSE - SELLER'S OBLIGATIONS

20.1 The **SELLER's** obligations are:

- a) Fulfill all obligations arising from the execution of the contract, assuming all risks and expenses arising for the perfect execution of the agreement.
- b) Deliver the object in perfect condition, according to the specifications, term and place contained in the Contract, accompanied by the respective invoice containing the indications regarding the **SELLER**;
- c) Ensure that items delivery packages display the serial numbers and item quantities outside the box;
- d) Be responsible for defects and damages;
- e) Replace, at no additional cost to **BUYER**, the equipment supplied with defects or irregularities within the period set out in this contract;
- f) Notify the **BUYER**, within a maximum period of 24 (twenty-four) hours prior to the delivery date, of the reasons that make it impossible to meet the stipulated deadline, with due evidence;
- g) Provide the necessary installation for the operation of the equipment at the End User's facilities in Brazil, located on the highway Iperó/Sorocaba, Km 12,5, Zip Code: 18.560-000, Iperó-SP;
- h) Provide operational training at the End User's facility in Brazil; and
- i) Provide support in Brazil, in accordance with this contract.

TWENTY-FIRST CLAUSE - SUBJECTIVE CHANGE

The merger, spin-off, or incorporation of the **SELLER** with/into another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements required in the original bidding process; the other clauses and conditions of the contract are maintained; there is no harm to the execution of the agreed object and there is the express consent of the Administration to the continuity of the contract.

TWENTY-SECOND CLAUSE - TERMINATION

22.1 The **BUYER** may terminate the contract by giving written notice to the **SELLER** if:

- a) The **SELLER** exceeds, in more than 30 (thirty) days, the agreed delivery dates established in this Contract if the respective delay is unjustified;
- b) The **SELLER** fails to comply with any contractual obligations and does not take action to remedy such default within 30 (thirty) days after receiving a notification from the **BUYER**;
- c) The **SELLER** becomes insolvent, enters into voluntary or compulsory liquidation, except for consolidation or merger purposes; and
- d) The **SELLER** transfers or assigns its rights and obligations under the Contract without the **BUYER's** consent.

22.2 The contract can be terminated by rejection of the object by the end user.

TWENTY-THIRD CLAUSE - AMENDMENT TERMS

This Contract may only be amended by means of an Amendment. The amendment must be agreed upon, dated and signed by both Parties.

TWENTY-FOURTH CLAUSE - INTERRUPTION

The **SELLER** is prohibited from interrupting the performance of services due to the **BUYER's** default, except in cases provided by law.

TWENTY-FIFTH - ENVIRONMENTAL SUSTAINABILITY CRITERIA

The present acquisition must follow the environmental sustainability criteria, based on Law n.º. 12.187/2009, combined with international commitments assumed by the Brazilian Government, so that the **SELLER**, if possible, gives priority to recycled and recyclable products compatible with socially and environmentally sustainable consumption patterns.

TWENTY-SIXTH CLAUSE - OMISSIONS

The **BUYER** will decide on omitted cases following the rules and principles of Brazilian law.

TWENTY-SEVENTH CLAUSE - PUBLICATION

An extract of the contract will be published in the Official Gazette, "Diário Oficial da União".



TWENTY-EIGHTH CLAUSE – COPIES

For the firmness and validity of the agreement, this Term of Contract was drawn up in two copies of equal content, which, after being read and found in order, will be signed by both parties.

Washington, DC. December 15th 2022.

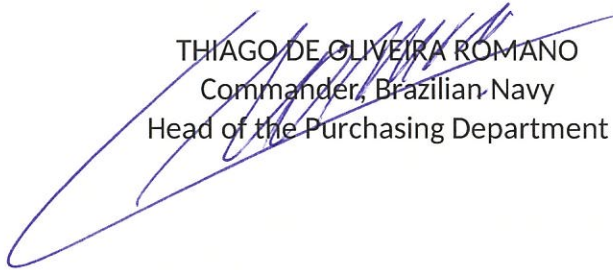


JOSÉ AUGUSTO CORREIA NETO
Captain, Brazilian Navy
President

 **SHIMADZU** Assinado de forma digital por
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Excellence in Science Dados: 2022.12.27 17:01:59 -03'00'

SHUNICHI ARIMURA
President
Shimadzu Latin America S.A

Witness:



THIAGO DE OLIVEIRA ROMANO
Commander, Brazilian Navy
Head of the Purchasing Department

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ICHIRO HIRANO
Manager
Shimadzu Latin America S.A
ID V244732-N