

CHAPTER I

PLACE, PURPOSE AND DURATION

Art 1. PORTONAVE S / A - TERMINAIS PORTUÁRIOS DE NAVEGANTES, a legal entity under private law, headquartered at Avenida Portuária Vicente Coelho, nr. 01, São Domingos, in the municipality of Navegantes, State of Santa Catarina, enrolled with the CNPJ / MF under nr. 01.335.341/0001-80 ("**PORTONAVE**"), as owner of the Private Use Terminal of Navegantes (hereinafter referred to simply as **PORTONAVE** or **TERMINAL**), in compliance with the provisions in Article 30 of the Federal Law nr. 12.815 of June 5, 2013¹, and Article 25 of the ANTAQ Resolution nr. 3274 of February 6, 2014² presents its **SERVICE PORTS TERMS AND CONDITIONS** ("**Term of Conditions**" or "**Instrument**") which governs the port operation at the "**Terminal**" including the general rules for storage of all cargo that is delivered to it on deposit and for the provision of all related port services.

Paragraph One: For the purposes of greater publicity of this **Terms and Conditions**, its entire content will be available at www.portonave.com.br and it will be duly published as well.

Paragraph Two: These **Terms and Conditions** are valid for an undetermined period and may be changed without notice.

Paragraph Three: Employees, agents and / or officers of **PORTONAVE** do not have authority to waive or vary any provision of these **Terms and Conditions** not even through e-mail tool ("email"), and it is hereby understood that any change to its terms will be valid only when made in writing by **PORTONAVE**'s legal representatives.

FREEDOM OF ELECTION OF THE PORT TERMINAL

Art. 2. The owners or consignees of cargo intended for import, export, cabotage, transit or in any of the forms of common or special customs regime, including unaccompanied baggage (referred to herein only as "**cargo**") have the fullest freedom to choose the port terminal of destination or origin of the **cargo**, so that, when using **PORTONAVE**'s structure or any of the services offered by **Terminal**, they do it of their own free will, even if they delegate the election to third parties (legal representatives, agents, attorneys, brokers or anyone else), subjecting themselves hereby fully to the discipline of these **Terms and Conditions**, to the legislation in force, and to the conditions and prices applied by **Terminal**, according to public price list available at www.portonave.com.br.

¹ BRAZIL. **Law nr. 12.815 of June 05, 2013.** The port operations at facilities located outside the organized port area will be disciplined by the holder of the respective authorization, subject to the rules established by the maritime, customs, health, sanitary authorities, and maritime police. Available at <http://www.planalto.gov.br/ccivil_03/_ato2011-2014/2013/Lei/L12815.htm>.

² BRAZIL. **ANTAQ Resolution nr. 3274 of February 6, 2014.** The authorized should edit its own Term of Conditions, regulating the handling and storage of cargo, according to its specificities and health hazards.

BONDAGE TO LEGAL DETERMINATIONS

Art. 3. Users are hereby aware that **PORTONAVE** subjects to the legal requirements and to those directly issued by public authorities (such as: National Agency of Waterway Transportation - ANTAQ; Federal Revenue of Brazil - RFB, through the Internal Revenue Customs at the Port of Itajaí - ALF / ITJ; Ministry of Agriculture, Livestock and Supply - MAPA; National Surveillance Agency- ANVISA among others), and therefore, when it has **cargo** in their custody, they will take the necessary measures and perform any and all port service correlative in strict compliance with its legal obligation, and, in consideration, will charge the cargo owner the price for each of the services delivered, as published in the price list.

CARGO STORAGE

Art. 4. The storage will comprise the custody and care of the **cargo** in general, which is intended for import, export, is in cabotage, in customs transit or is in any kind of special or common customs regimen, inside bonded premises.

CARGO HANDLING

Art. 5. The related services include any and all activities relating to the handling of cargo, including those carried out by an order of public authorities because of the customs clearance procedure; palletizing and de-palletizing; unitization and desunitização of containers; invasive and non-invasive inspection; for the purposes of compliance with customs supervision, compliance with the current legislation, including sanitary purposes; segregation of **cargoes**; among others, the prices of which are included in the public price lists.

CARGO HANDLING UNDER AUTHORITY'S ORDER

Art. 6. The services performed under determination of customs authorities or other intervening agencies, as well as those performed by **PORTONAVE** or subcontractors with the specific purpose of maintaining safety and integrity of the **Terminal**, compliance with the legislation, of the other **cargoes** or the environment, do not depend on authorization of the owner or consignee of the **cargo**.

Sole Paragraph: Any and all special service, such as receiving cargo units outside ISO standards; trucks with excessive dimensions; weight volume; special cargoes; project cargo, among others, will only be provided after prior agreement with **PORTONAVE**'s Commercial Department.

REFUSAL OF CARGO

Art. 7º. Under the sole discretion of **PORTONAVE**, cargo receiving may be refused in the following cases:

- a) When the **Terminal** reaches its maximum storage capacity;
- b) When the **Terminal** does not have the necessary conditions or expertise for storage or handling, including the unitization and / or desunitização of special **cargo**;
- c) If the **cargo**, for its nature or form of packaging, can cause damage to another **cargo** already

- stored, damage to any persons or facilities, equipment or vehicles present in the **Terminal**;
- d) If such **cargoes** are not accompanied by the documentation required by law; and / or
 - e) Damaged cargo that cause risk or render the safe handling impossible.

Paragraph One: If said conditions are only detected after the unloading, **PORTONAVE** may demand that the owner or consignee procure the removal of the **cargo** to another bonded warehouse.

Paragraph Two: In the case provided for in Paragraph One, the owner or consignee will be responsible for all procedures with the competent authorities, including customs, as well as the costs involved in said removal.

Paragraph Three: The owner or consignee of the **cargo** shall provide in writing to **PORTONAVE**, all necessary information on the precautions to be taken regarding hazardous, special **cargoes**, and should affix warning signs indicating their hazardous nature and their IMO classification, and also, present the proper instructions for their handling.

PRICE

Art. 8. The amounts charged by **PORTONAVE** will be those defined according to Public Price List, which is published at www.portonave.com.br, subject to the specific Agreements signed with the owners or consignees of the cargo.

Paragraph One: The price list published by **PORTONAVE** is valid for an undetermined period, and may endure ..., to be published thirty (30) days in advance, pursuant to the current regulation.

Paragraph Two: The payment of storage in case of export will be due by the owner or consignee of the cargo, when it exceeds the period of "free time" either for delay of the ship, not compliance with stopover or any other reason beyond **PORTONAVE**'s control.

Paragraph Three: Exceeded the "free time" period, for any reason other than at **PORTONAVE**'s will, the owner or the consignee of the cargo will owe the full amount of storage corresponding to the total period in which the cargo remains inside bonded premises.

Paragraph Four: The billing of cargo which are intended for exportation, will be in the name of "Exporter", identified in the Export Delivery Guide, regardless of the Incoterms used in the commercial transaction.

Paragraph Five: If the payment is not made timely, a non compensatory fine of two percent (2%) of the debt will be due, plus interest at zero point zero thirty-three percent (0.033%) as of the day following the due date, until the date of payment of the duty and other charges and expenses incurred.

DAMAGED CARGO

Art. 9. All cargo units (containers) are inspected at the entrance and at the exit of the **Terminal**, either in the import or export flow. If any damage is found, the competent **Damage Report** or **EIR** will be issued, which may be made available electronically to the carrier, upon delivery of the cargo

unit.

Paragraph One: The verification of incidental damages to be undertaken by the Owner / Consignee of the cargo, the carrier or their agents at the time of delivery. **PORTONAVE** in no event will be liable for any damages to the cargo unit or the cargo after its removal from the premises of the **Terminal**.

STORAGE

Art. 10. Except as provided for in the articles 13 and 15 of these **Terms and Conditions**, the **cargo** will be kept stored throughout the period in which it remains at the premises of the **Terminal** and / or until the owners or consignees complete the clearance process and provide for its withdrawal from the **Terminal**, and the billing of the storage will run until the effective date of withdrawal of the **cargo** from **PORTONAVE**'s facilities, by the owner/consignees or public authorities.

Paragraph One: Whenever it deems necessary and under its full responsibility, the **Terminal** may employ the services of other companies for the fulfillment of the purpose of this instrument. To the discretion of **PORTONAVE**, depending on the nature of the storage or of the services provided, the billing of the storage and / or port services may be made by the company in charge of its provision.

Paragraph Two: When the cargo stored is under risk of deterioration, including to other cargoes stored or handled at the **Terminal**, **PORTONAVE**, whenever possible, shall inform the circumstances to the owner or consignee of the cargo for the appropriate action within a reasonable term.

Paragraph Three: Cargo that deteriorates during the storage period should be retrieved by the owner or consignee for proper disposal with due care required. If the owners or consignees do not make arrangements regarding such cargoes within a reasonable time indicated by **PORTONAVE**, they will be retrieved from the **Terminal** by **PORTONAVE**, being up to the owners or consignees the resulting costs of such removal.

WARRANTY

Art. 11. Cargo delivered to the custody of **PORTONAVE** will serve also as guarantee of payment of the amounts owed to **PORTONAVE** for the storage and provision of related services.

RELEASE OF CARGO BY THE COMPETENT AUTHORITIES AND DISCHARGE OF DEBT

Art. 12. Regardless of the storage period, no **cargo** shall be retrieved from the premises of the **Terminal** without the discharge of amounts owed to **PORTONAVE** by way of storage and other port services, regardless of whether they have been provided due to procedures determined by the competent authorities, at the request of the owners or consignees of the cargo, or by **PORTONAVE**, in the cases provided for in these **Terms and Conditions**.

Paragraph One: In order to streamline the invoicing, **PORTONAVE** may issue the periodic billing of the amounts due by way of storage and provision of related port services, even before the charge is retrieved from the **Terminal**.

Paragraph Two: After the expiration of the deadline set in the bank slip issued by way of storage and / or services provided, **PORTONAVE** reserves the right to carry out the protestation of the paper, and to implement all possible legal means to carry out the recovery of those amounts. Yet, **PORTONAVE** may, at its sole discretion, suspend the provision of services to the debtor, without notice, and only resuming them again when the payments have been made.

DEADLINE FOR RETRIEVAL OF CLEARED CARGO

Art. 13. Cargo duly cleared by the competent authorities should be retrieved by the owner and / or consignee upon payment of the storage and/or port services provided, within thirty (30) days as of the date of said clearance.

Sole Paragraph: Thirty (30) days after the clearance, if the cargo has not been retrieved as provided for in the *heading* of this article, the owner and / or consignee will be notified extrajudicially to provide for the removal within an additional period of ten (10) days as of the receipt of the notification or, failing the personal notification of the owner or consignee, as of the term of fifteen (15) days after the publication of a notice in a major newspaper.

Art. 14. After the additional deadline provided for the retrieval without the **cargo** having been effectively retrieved from the **Terminal** facilities, even if settled the amounts due by way of storage and / or port services by the owner and / or proceed with the court deposit of the cargo. Court Deposit is an alternative for the benefit of **PORTONAVE**, and does not exclude other rights under this **Instrument**, the law or Contract.

DEFAULT OF OWNER / CONSIGNEE

Art. 15. Under Article 644 of the Civil Code, **PORTONAVE**, as depository, may withhold the cargo in its custody as a security of the payment of storage and related port services it delivered, and incidental losses it may have incurred during the custody.

Paragraph One: Once the deadlines for pick up of the cargo predicted in these **Terms and conditions** elapse, if the cargo storage charges and related port services performed by **PORTONAVE** or any losses that **PORTONAVE** have suffered during custody are not settled by the owner or consignee, **PORTONAVE** is hereby authorized to (i) transfer the cargo to a public depository, and (ii) execute the **cargo** given in guarantee of the debt, as provided in these **Terms and Conditions**.

FORFEITURE OR SEIZURE

Art. 16. In the event of forfeiture or seizure of cargoes, if the owners or consignees of the cargoes require, in court or administratively, the release of their cargoes, such owners or consignees will take responsibility for the costs of the provision of port services and the delivery of empty containers as well, if applicable.

Sole Paragraph: In the case of foreign cargo that has been the subject of application of the penalty of forfeiture, the owner or consignee will be responsible for the payment of the services rendered until the date of characterization of the forfeiture.

CHAPTER II

RESPONSIBILITIES

Art. 17. PORTONAVE, in addition to the responsibilities especially established by law, is responsible for the custody, care for the **cargo**, and provided they the amounts owed related to storage and port services provided have been paid, for the prompt and faithful delivery of the cargoes it received on deposit.

Art. 18. PORTONAVE's responsibility begins with the actual receiving of the cargo at its facilities both by land or by waterway, and ends with the delivery at the ship (in the export flow), and at the time when the truck exits through any of the Gates of the **Terminal** (in the import flow).

Paragraph One: In addition to other cases provided by law, **PORTONAVE** 's responsibility ceases in the case of damages or defects arising from the cargo nature or stowage, and in cases of force majeure, forfeiture or receipt by its owners or consignees (or their representatives) without formal complaint and indication of the damage or defect found at time of the inspection and / or retrieval.

Paragraph Two: **PORTONAVE** takes no responsibility under any circumstances whatsoever for delays in the release of cargo that has given direct cause, such as: if found the non-payment of taxes or other legal procedures required by the competent authorities; compliance with obligations established by the Regulatory Authorities, among others.

Paragraph Three: Except if expressly agreed in contract with the owner or consignee of the **cargo**, **PORTONAVE** does not guarantee exact deadlines for the completion of the services, and therefore, it is not responsible for not meeting the deadlines assumed by the owner of **cargo** with third parties without the consent, inclusive, but not limited to claims for alleged detention or delay in the goods loading or unloading.

Art. 19. The owner or consignee of the **cargoes** accounts for any and all damage caused by its cargo, its agents, subcontracted employees, including carriers, third parties, and third-party's cargoes that are on the premises of the **Terminal**, which will be calculated and charged at the time of the billing.

Sole Paragraph: If the calculation and billing is impossible until the pick up of the cargo, **PORTONAVE** will carry out all legal means of collection of such amounts.

Art. 20. PORTONAVE does not cover:

- a) Missing content of the volumes and / or change of content, if the volumes enter the warehouses or yards without external evidence of violation, with the original packaging and with no sign of damage, and if these conditions remain until the moment of opening for customs inspection or exit from the warehouses or patios;
- b) Cargo damages not claimed in writing upon delivery or shipment;
- c) Contamination or destruction of volumes resulting from act of god, force majeure, and / or defects in the packaging and the cargo itself, pursuant to the Civil Code;

- d) Delays and other direct and indirect damages arising from the non-delivery of units due to dates such as weekends, local, state, and federal holidays, strikes and / or pre-existing damages.

CHAPTER III

RULES FOR ACCESS AND STAY IN THE TERMINAL

Art. 21. The rules for access and stay in the **Terminal** described in this Chapter have exemplary nature and are complemented by all laws and regulations issued by public authorities.

Sole Paragraph: The internal areas and accesses of the **Terminal** are monitored by cameras, and the images are only made available at the discretion of the competent authorities.

Art. 22. Only people and vehicles authorized by **PORTONAVE** are allowed to enter and stay in the **Terminal**, under the current law, subject to compliance with the following Rules.

Segurança e Controle de Acesso

- a) Comply with all legal standards and safety procedures and guidelines of **PORTONAVE**, especially regarding the use of personal protective equipment (PPE's) required by the Regulatory Standards of the Ministry of Labor and Employment, namely: safety helmet, high visibility vest and safety shoes, to access the operating area of the **Terminal**;
- b) Comply with the Safety rules using the standard ID badge as provided by the Brazilian IRS properly and in a visible place;
- b.1) In case of loss, theft or robbery of the badge, file immediately a Police Reports with the Police Authority, and submit it to **PORTONAVE**'s registry to request a new one;
- c) Cargo vehicles can only enter the terminal, by previous appointment, and the access to the parking lot will only take place only on the scheduled time;
- c.1) The authorization to enter any area of the **Terminal** does not extend in any way, to relatives, companions or hitchhikers, which, if they are not authorized and / or hold their own badge, should remain in the Administrative Gate building, and minors or legally incapacitated persons are necessarily accompanied by a legally capable adult;
- d) Cargo vehicles and service providers, before the enter or leave the **Terminal** will be subject to inspection by **PORTONAVE**, and by the competent public authorities under the Public Port Safety Plan (PSPP), approved by CONPORTOS;
- e) The access to the **Terminal** is forbidden to people or vehicles in violation of the regulatory and safety standards;
- e.1) The plates of the vehicles should be legible and in compliance with all the requirements of the current legislation;
- e.2) The carrier must be duly registered with the National Cargo Carrier Registry;

- e.3) In case of suspicion of the driver being under the influence of alcohol or illegal drugs, the competent public authorities will be called;
- f) For safety reasons, it is recommended not to wear shorts in the operational areas of **PORTONAVE**;

Traffic in Operational Area

- g) All cargo units must be locked for circulation in the **Terminal** and the safety pin should be unlocked only at the stack and after removal of the *spreader* of the port equipment;
- h) The internal speed limit is 30 km/h (thirty kilometers per hour);
- i) It is forbidden to prevent or hinder in any way the traffic within the **Terminal**;
- j) Giving priority to the passage of port equipment is mandatory;
- k) Parking is forbidden on the equipment transfer tracks;
- l) Walking around the operational area and between the stacks of containers is not allowed, and one should use the appropriate vehicles intended for the transport of persons, made available by **PORTONAVE**;

Behaviour and Conduct Rules

- m) Photographing or filming in administrative and operating areas is not allowed without prior authorization of the **Terminal**;
- n) Smoking is prohibited in the area of the **Terminal**, especially in the operational area, buildings and signaled areas;
- o) Carrying or conducting any type of weapon, ammunition, explosive devices, fireworks, illicit drugs, alcohol is forbidden on the premises of the **Terminal**;
- p) Carrying and using cellphone in the operational area of the **Terminal**, by employees, service providers or third parties is forbidden, subject the cases previously and specifically authorized by Security Department.

Sole Paragraph. Direct or indirect damages caused to the Terminal or to third parties, including but not limited to costs of oil, chemicals spills cleaning, and / or damages will be charged to the driver, the carrier and the owners or consignees of the Cargo, which will be jointly and severally liable for the repair because of noncompliance with the access and security rules, and attributed to the causer under the current legislation and this **Instrument**.

Art. 23. Failure to comply with the rules of these **Terms and Conditions** will subject the user of the **Terminal** to:

- a) Verbal warning;
- b) Written warning, one copy of which will be handed at the time of the violation;
- c) If case of failure to comply with safety standard, application of **access condition** duly recorded, until the user rectifies the situation or provides sufficient justification;
- d) Revocation of accreditation: in the event of action or inaction that could generate risk or damage to the **Terminal**, to the cargoes and / or other users.

Paragraph One: The occurrences and penalties are subject to registration in a "Registration Book of Occurrences" for the purposes of internal control and availability to the competent authorities.

Paragraph Two: The penalties referred to above will be applied by the Security Department of the Terminal.

CHAPTER IV

GENERAL PROVISIONS

Art. 24. Operation hours and other operational information of the **Terminal** is disclosed at the website www.portonave.com.br.

Art. 25. Cases missing in these **Terms and Conditions** shall be governed by the applicable laws, technical standards, communiques and price lists by **PORTONAVE**.

Art. 26. The courts of the district of Navegantes, Santa Catarina are hereby elected, with express waiver of any other, however privileged it may be, to resolve any and all issues or disputes arising from the performance or construction of these **Terms and Conditions**.

Navegantes/SC, February 16, 2018.

PORTONAVE S/A - TERMINAIS PORTUÁRIOS DE NAVEGANTES

Osmari de Castilho Ribas
Administrative Superintendent Officer

Renê Duarte e Silva Júnior
Operational Superintendent Officer