

General Purchasing Terms and Conditions

Kautex Textron do Brasil Ltda.

[This English version of the Portuguese document is for information purposes only]

This General Purchasing Terms and Conditions (“Terms and Conditions”) shall apply to all purchases of parts, pieces, materials, components and/or raw materials (hereinafter “Products”), as described in the applicable Purchase Order, required by Kautex for use in its activities, with the exclusion of any other terms and conditions of the Supplier (unless otherwise agreed to in writing). Kautex will not recognize any conditions of the Supplier which are contrary to or which differ from this Terms and Conditions, unless otherwise agreed to in writing.

This Terms and Conditions shall apply to all Purchase Orders made by Kautex.

1. Ordering

- 1.1 Supplier will accept requests from Kautex by way of Purchase Orders. All Purchase Orders shall specify the Products and quantity required, shipping instructions (when necessary), prices, and other items.
- 1.2 Kautex is entitled to demand changes in the Products to be delivered in terms of design and model if such an obligation is imposed on Kautex by an automotive manufacturer or if such changes are necessary to prevent damages to third parties or to ensure conformity of the Products with the recognized rules of technology or regulations and laws, and the Supplier shall observe such changes provided that these changes are reasonable. The effects of any such change, in particular with regard to additional or lower costs and delivery dates, shall be appropriately arranged by mutual agreement, if need be, taking into account Kautex’s and the Supplier’s reasonable interests, including new arrangements between the automotive manufacturer and Kautex, new technical developments, laws and regulations, as the case may be.

- 1.3 The shipment terms and conditions shall be set forth in the applicable Purchase Order.

2. Delivery dates

- 2.1 The delivery dates and delivery deadlines stated in the applicable Purchase Order must be rigorously complied with by Supplier.
- 2.2 In the event that dates or deadlines are not met due to reasons the Supplier is responsible for, Kautex shall be entitled to demand payment of compensation for any and all damages and/or losses resulting from such delay.
- 2.3 Partial deliveries received ahead of time shall only be allowed with Kautex’s prior written consent and shall not be deemed to constitute performance.
- 2.4 Delivery dates may be changed if agreed to in writing by the parties.

3. Deliveries

- 3.1 Each delivery shall be accompanied by proper invoice, containing the applicable Purchase Order data, and by other required fiscal documents, and shall be delivered to the place stated in the applicable Purchase Order.
- 3.2 Delivery shall be effected free of additional charges (other than those provided in the applicable Purchase Order) and at the cost and risk of the Supplier to the point of receipt as specified, unless otherwise stated in the Purchase Order.

- 3.3 Products shall be properly packed and labeled for transportation, storage and easy identification. Kautex may establish proper packing and labeling conditions which will be timely informed to Supplier.
- 3.4 Products shall also be delivered with appropriate technical documentation and instructions, when applicable.

4. Prices and Payment

- 4.1 Pricing and payment conditions for the Products shall be set forth in the applicable Purchase Order. The price of each Product shall be informed separately in the applicable Purchase Order.
- 4.2 Payments shall be made by Kautex upon receipt and analysis of proper invoice from Supplier. Unless otherwise stated in the Purchase Order, payment shall be made by Kautex 30 (thirty) days after receipt of the invoice.

5. Quality and documentation

- 5.1 The Supplier shall at all times comply with the then current version of the Kautex Global Supplier Manual (“GSM”), and shall regularly monitor the Kautex website (www.kautex.com) for changes and updates. In the event of any conflict between these terms and conditions and the GSM, these terms and conditions shall prevail.
- 5.2 The Supplier shall be responsible for its deliveries conforming to the market standards, the agreed specifications and guaranties, if any, the recognized rules of technology, safety and other provisions, and the agreed-upon technical data (including DIN and EN standards). The Supplier’s deliveries shall also comply with all laws, regulations and provisions for which the deliveries are ultimately destined. All deliveries shall insure (i) traceability of all parts and (ii) that there is satisfactory documentation evidencing the parts conform to Kautex’s specifications and/or drawings and prototypes provided by Kautex and/or created by Supplier.
- 5.3 The applicable quality regulations as in force at the date of issuance of the Purchase Order shall apply to first samples and serial deliveries. Additional details are set out in the GSM.
- 5.4 The Supplier shall provide reasonable support according to Kautex’s instructions in the application of processes and advance quality planning.
- 5.5 With regard to parts specially labeled in the technical documents or through special references or separate notes or in agreements, the Supplier shall keep special records of when, in what manner and by whom the objects of delivery have been checked to confirm that they show the specifications set out in the documentation and which results the required quality tests have produced. The testing documents shall be kept for 5 years and submitted to Kautex upon request. The Supplier shall impose the same obligations upon its suppliers. The applicable quality regulations in force at the date of the issuance of the Purchase Order shall apply.
- 5.6 The Supplier agrees to permit access to its facilities, at reasonable times and upon reasonable prior notice, to Kautex and its customers and their representatives to inspect the production process, raw materials and work in process and finished goods, machinery and tooling used to produce the goods and relevant records.

6. Quantity

Supplier recognizes that the required quantity of Products, as set forth in the applicable Purchase Order(s), are estimated by Kautex at the time the Purchase Order is issued. Confirmation on the exact quantity will be provided by Kautex through electronic data interchange or other electronic communication means.

7. Supply guarantee

The Supplier warrants that it will be able to supply the Products or types of products and spare parts for the supplied products for a total of 15 years after discontinuation of serial production of the products at a

price no greater than that charged for the last serial production deliveries. Delivery is also assured for 5 years after parts have to be delivered to the last serial production price without any additional costs .

8. Notice of defect and Warranty

- 8.1 All Products are warranted against defects. After receiving the Products Kautex shall check the Products within a reasonable period of time for defects which can be determined by means of visual inspection, measurement and weighing. Kautex shall not be obligated to carry out inspections which require the removal of the packaging, separation of individual parts in a packing drum, the use of chemical or physical inspection methods, trial processing or the like, and which require measurement or trial with moulds, tools and other facilities or parts of equipment. Defects detected in this manner shall be deemed to constitute hidden defects, as defined under Brazil laws, and shall be likewise indemnified by Supplier. Any Product that is defective may be refused by Kautex and shall be immediately replaced by Supplier with no additional cost to Kautex. The Product will be sent back to Supplier and a credit will be issued against the next Purchase Order. Shipping costs of returning defective Products to Supplier will be borne and paid by Supplier.
- 8.2 In the event of defect in the Products, Kautex shall be entitled to request either supplementary performance, termination of the applicable Purchase Order or a reduction in the purchasing price or claim compensation or reimbursement for wasted expenditure. If the Supplier does not satisfy a warranty claim within a reasonable period, Kautex shall be entitled to cure the defects, if possible, at the expense of the Supplier. In the event of termination of the Purchase Order, Kautex shall be entitled to terminate the Purchase Order including with regard to Products which are in proper condition, or to claim damages.
- 8.3 The following shall apply to the warranty periods for defects taking into account special circumstances in the automotive industry:
- (a) Subsequent performance by the Supplier shall cause the warranty period to begin anew for newly delivered and repaired parts.
 - (b) Since the delivered parts are for further use in automotive manufacturing and the car manufacturers insist on particularly long warranty periods, Kautex is compelled to adapt the warranty period for defects against the Supplier to such periods which are imposed on Kautex by the car manufacturer for whose production the object of delivery is ultimately destined. Therefore, the warranty period imposed on Kautex by the car manufacturer concerned shall apply mutatis mutandis to Kautex's relationship with the Supplier and will be informed in the applicable Purchase Order. The Supplier shall receive a copy of the warranty rules of the respective car manufacturer prior to conclusion of the contract and at any time upon request. Furthermore, the Supplier shall have the right (except where the car manufacturer has imposed on Kautex a confidentiality obligation) to inspect at any time the warranty terms as agreed upon between Kautex and the respective car manufacturer.
 - (c) In case of a serial defect, i.e. a defect which occurs on more than one delivered Product, the Supplier shall inform Kautex immediately. In such case, Kautex shall be entitled to assert the remedies under Section 8.2 to all Products possibly affected even if only part of the delivered goods are actually affected by such serial defect.
- 8.4 The warranty rights shall apply to all Products. Warranties provided herein shall be additional to those implied or made available by law, and Kautex's acceptance of any defective Product shall not be considered as a waiver of such rights.

9. Liability and damages

- 9.1 The Supplier's liability shall be governed by Brazilian laws. In particular and without limitation to other applicable indemnity provisions, the Supplier shall be obligated to provide compensation for all direct, indirect and consequential damages, which are caused by a defect (or defective parts of a delivery) the Supplier is responsible for, violation of government regulations or contractual duties and any other reasons, the Supplier is responsible for.

- 9.2 If claims based on strict liability are raised, the Supplier shall assume liability to the amount which the Supplier is directly liable for. The internal compensation between the Supplier and Kautex shall be made proportionally according to each party's liability. This shall also apply in the event of claims being raised directly against the Supplier.
- 9.3 Kautex shall provide the Supplier the opportunity to investigate the incidence having caused the damage to the best of our abilities.
- 9.4 Kautex may also assert against the Supplier costs to ward off dangers (e.g. recall actions) which Kautex incurs itself or which Kautex has to bear in the relationship to third parties (e.g. automotive manufacturers) and which are caused by the Supplier.
- 9.5 The Supplier's obligation to provide compensation shall include Supplier's obligation to hold Kautex free and harmless from claims of third parties.

10. Force majeure/cancellation

- 10.1 If Kautex is, for reasons of force majeure or due to other unforeseeable circumstances beyond Kautex's control, such as disruption of operations, strike, lockout, shortage of means of transportation or governmental orders, prevented from accepting Products, Kautex shall not be deemed to be in default of acceptance. If the hindering event lasts for more than two weeks, either party may withdraw from the applicable Purchase Order with respect to the portion not yet received. Alternatively, Kautex is also entitled to defer acceptance of the Products or delivery for a reasonable period, provided Kautex gives notice thereof to the Supplier immediately upon the occurrence of the circumstances preventing acceptance. Claims for damages and/or compensation by either party shall be excluded in such cases.
- 10.2 If, following receipt of the applicable Purchase Order, circumstances become known to Kautex giving rise to conclude that Kautex's order will not be properly performed or fulfilled, such as insolvency or a material deterioration of the Supplier's financial condition, Kautex may require that, upon reasonable notice, the Supplier furnish reasonable security. In case of Supplier's failure to so furnish security, Kautex is entitled to withdraw from the applicable Purchase Order and claim damages.
- 10.3 In case of a cancellation for which the Supplier is responsible, Kautex is entitled to return the Products at the Supplier's cost and risk or to store them with a third party for collection by the Supplier at its cost and risk.

11. Environmental protection

The Supplier shall be obligated to keep its share of disposable packaging at a minimum by using reusable packaging. The Supplier shall guarantee that the Products conform to all health, environmental and dangerous goods, if the case, regulations also in the countries in which the motor vehicles (into which the delivered parts are to be built) are delivered to and that no hazard to health or the environment emanate from the good. The Supplier is referred to the GSM inclusive applicable documents.

12. Emergency strategy

Considering the special demands of car manufacturers it has to be ensured that in case of breakdowns within the Supplier's scope of control the supply of the Products to be supplied is being maintained. The Supplier therefore agrees to maintain an emergency strategy to the extent reasonable for foreseeable disruptions in its business, especially in the areas of procurement, manufacture, production and/or transportation which may result in a restriction of deliveries of Products (specifically with regard to delivery dates and quantities) or, if such a strategy does not exist yet, to develop and introduce the same as soon as possible such that an interference with supplies is prevented or at least limited to a large extent. At Kautex's request Kautex shall at any time be allowed to inform itself of such emergency strategy. The Supplier shall inform Kautex without undue delay in the event of a disturbance or any other circumstances which could lead to an impairment of the delivery of the Products.

13. Representations and Warranties; Covenants

13.1 Supplier warrants to Kautex that:

a) the Supplier is a corporation duly organized, validly existing and in good standing under the laws of the country where Supplier is established. The Supplier has the power and authority and all governmental licenses, including, but not limited to environmental licenses, authorizations, consents and approvals (if any), to own and operate its property, to lease the property it operates as lessee, if applicable, to conduct the business in which it is currently engaged and to consummate the transactions contemplated by the applicable Purchase Order;

b) the execution, delivery and performance by the Supplier of the obligations assumed under the applicable Purchase Order (i) are within the power and authority of the Supplier and have been duly authorized by all necessary corporate action(s), (ii) will not violate any provision of any law, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Supplier, or any provision of the charter or bylaws of the Supplier and (iii) will not result in a breach of or constitute a default under any agreement to which the Supplier is a party or by which it or its properties may be bound or affected; and

c) there are no pending or threatened actions, suits, proceedings, claims, disputes, investigations or other proceedings affecting the Supplier before any court, governmental agency or arbitrator which, if determined adversely, could reasonably be expected to affect the legality, validity or enforceability of the Purchase Order.

13.2 The Supplier covenants and agrees that it shall, during the fulfillment of the applicable Purchase Order:

a) upon reasonable prior notice and from time to time, permit Kautex, or any agents or representatives thereof to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Supplier and any of its subsidiaries;

b) maintain, with financially sound and reputable insurers, insurance with respect to its properties against loss or damage of the kinds customarily insured against by companies engaged in the same or similar businesses, of such types and in such amounts as are customarily carried under similar circumstances by any such other companies;

c) operate and maintain its business in a manner consistent with industry standards currently in effect in Brazil, and shall obtain and maintain in good legal standing all environmental licenses, permits and other governmental authorizations necessary to comply in all material respects with any environmental licenses, permits and other governmental authorizations required under Brazilian environmental laws; the Supplier shall, promptly upon receipt or publication, make available to the agent a copy of all environmental licenses, permits or other governmental authorizations related to its businesses;

d) maintain sufficient stock to meet the requirements under the applicable Purchase Order, based on the estimates provided from time to time and on the monthly average supply, according to the Purchase Order; and

e) maintain information systems which support exchange of electronic data with Kautex

13.3 In the event, that Kautex finances machines and equipment directly or indirectly, the Supplier shall grant Kautex the right to verify the cost and expense related to such machines and equipment. Within the scope of this audit the Supplier shall grant the representatives of Kautex or an independent third party access to all required documents.

13.4 The legal relationship created between the parties in no way shall be interpreted for the purpose of creating or establishing any type of association or joint venture between the parties.

13.5 Supplier shall perform the services with the maximum care, diligence and punctuality, and in the conditions determined herein, assuming any and all responsibilities, comprising all losses and/or damages, that it may cause to Kautex and/or third parties due to the non-fulfillment or defective fulfillment of those obligations.

- 13.6 Supplier shall observe and fulfill all the applicable laws and regulations concerning its activities, as well as meet any requirements required for the execution of the applicable Purchase Order. Supplier is responsible for all fines and/or penalties, as well as any losses and/or damages suffered by Kautex resulting from the non-fulfillment of the obligations set forth in this clause.
- 13.7 Supplier agrees to comply with the GSM – current editions. Updates on the GSM and this Terms and Conditions shall be obtained by Supplier at the Kautex website (www.kautex.com). Supplier warrants that it has read and understood the terms and conditions of the GSM and this Terms and Conditions and that it agrees with it.

14. Taxes

- 14.1 Supplier shall be responsible for the payment of all taxes, fees, assessments, and any other charges imposed by Federal, State and/or Municipal governments due for any reason in regard to the services rendered, and shall comply with any obligations as to the procurement of any documents, as well as filling of all necessary Federal, State and Municipal tax returns, provided for under any regulation. If Supplier fails to comply with any such obligation in a way that causes tax liability to Kautex, Supplier undertakes to pay all the costs resulting from its omission, including but not limited to unpaid taxes, fees, fines, interest on late payment and price-level adjustment, holding Kautex harmless against any expenses or costs.
- 14.2 Supplier shall advise Kautex about any law or ruling that determines that Kautex must withhold taxes on the payments performed to Supplier. If Supplier fails to make such communication, it undertakes to pay all the costs resulting from its omission, including but not limited to unpaid taxes, fees, fines, penalties, interest on late payment and monetary restatement, holding Kautex harmless against any expenses or cost.

15. Trademarks

- 15.1 Supplier hereby transfers to Kautex all exploitation rights including, without limitation, the right of reproduction and the right of distribution, with respect to any prototypes, drawings, drafts or similar results of the services rendered by Supplier pursuant to any Purchase Order issued by Kautex. Supplier agrees not to use any such drawing, draft or similar result other than in the performance of services for Kautex or its affiliates except as otherwise permitted by Kautex
- 15.2 All drawings shall indicate that they are owned by Kautex unless agreed otherwise by the parties in writing. The drawings shall be used for no other project or customer without Kautex's express prior consent. The following legend shall appear on all drawings:

“This drawing has been prepared for Kautex. All exploitation rights including, without limitation, the right of reproduction and the right of distribution are vested in Kautex. This drawing shall not be used for any purpose other than the performance of services to Kautex or its affiliates except as otherwise permitted in writing by Kautex. Any unauthorized exploitation including, without limitation, any photocopying or other reproduction in whole or in part is prohibited.”

- 15.3 Supplier shall not acquire any rights to exploit the marks, logo, drawing, advertising sign or expression, commercial name, copyright, patents, industrial secrets or any kinds of rights referring to the industrial or intellectual property developed, adopted, used, or registered by (in Brazil or abroad) or conceded to Kautex. The use of any of such rights by Supplier is forbidden except as authorized by Kautex for the rendering of the services.
- 15.4 Supplier further waives any action contesting the property or validity of the mentioned industrial or intellectual property of Kautex, whether based on past, present or future facts, and undertakes to abstain from using, registering or attempting to register such industrial or intellectual property or that which is similar to or could be confused with.

16. Confidentiality

- 16.1 The Supplier shall keep confidential all information related to the Purchase Order(s), and undertakes that neither it nor any of its affiliates shall use any such information for any purpose or in any manner other

than in connection with the Purchase Order and only on a need to know basis. Information considered confidential shall include, but is not limited to, all information or possible information about customers, including their names, addresses, and contacts, products, service specifications, financial information and plans, executive and marketing plans, technical and sales information and know-how. For purposes of this Terms and Conditions, information may be treated by the Supplier as public if such information (a) was or becomes generally available to the public other than as a result of a disclosure by a person required to keep the information confidential, or (b) was or becomes available on a non-confidential basis from a source other than Kautex or its advisors; provided that such source is not known by the Supplier to be bound by a confidentiality agreement with, or an obligation of confidentiality to Kautex. Supplier's obligations under this clause shall survive fulfillment of the Purchase Order(s). Upon conclusion of the services, Supplier shall return all and any confidential information received from Kautex.

- 16.2 The Supplier may disclose information considered confidential (i) pursuant to subpoena or other court process, provided that such disclosure is subject to an appropriate protective order, if such protective order is available; (ii) when otherwise required to do so in accordance with the provisions of applicable law; and (iii) to Kautex independent auditors and other professional advisors. Before disclosing the confidential information, Supplier should immediately notify Kautex about the need to disclose, making its best efforts to allow Kautex a reasonable period of time to intervene and contest the compulsoriness of revealing the confidential information.

17. Events of Default; Indemnity

- 17.1 The following shall constitute an event of default of the Supplier:

- a) voluntarily cease or threaten to cease to conduct its business in the ordinary course substantially as it is conducted on the date of issuance of the Purchase Order(s);
- b) commence any proceeding or file any petition or answer under any law relating to liquidation or reorganization with creditors or seek any other relief under any bankruptcy, reorganization, arrangement, insolvency, or other similar proceeding relating to the relief of debtors;
- c) acquiesce in the appointment of a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, assets or business;
- d) admit the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, insolvency or other similar proceeding relating to the relief of debtors;
- e) take action to effectuate any of the foregoing; and, in each case, such event remains unreleased or unstayed for a period of 30 days;
- f) the delay in delivery of Products, if, after duly notified by Kautex, Supplier does not deliver the Products within the new deadline established by Kautex. In this case, Supplier will also be subject to a daily penalty in an amount equivalent to 5% of the total price of the Products which delivery is being delayed;
- g) breach of the confidentiality obligations hereunder; or
- h) breach of any other obligation of the Supplier, if, when applicable, such obligation is not cured by Supplier within 10 (ten) days from receipt of a default notice from Kautex

- 17.2 Without prejudice to possible losses and damages resulting from termination pursuant to Section 17.1, the Supplier agrees that it shall pay, indemnify, and hold Kautex, each of its respective officers, directors, agents and employees, harmless from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses or disbursements (including any and all product analysis costs and fees and expenses of counsel) of any kind or nature whatsoever with respect to (i) the execution, delivery, enforcement, performance and administration of the applicable Purchase Order(s), and any other documents relating hereto or the transactions contemplated herein, (ii) any Product supplied by Supplier hereunder, and (iii) any breach in complying with the Brazilian legislation, especially the consumer, environmental and dangerous goods legislation.

- 17.3 Should any claim or lawsuit be filed by a customer or a third party against Kautex as a result of an act and/or omission of an employee, agent and/or subcontractor of the Supplier, the Supplier shall bear all expenses and obligations arising out of such claim or lawsuit, and shall hold Kautex harmless and excluded from any liability and/or obligation, including the obligation to pay attorney's fees and court fees.
- 17.4 In case of a program cancellation initiated by Kautex, Kautex will, unless it provides timely prior written notice to Supplier, reimburse Supplier for the following costs subject to normal verification:
- Up to 2 weeks of finished goods;
 - Up to 2 weeks of raw material; and
 - The unamortized portion of any special project related tooling that Kautex has agreed to amortize for the Supplier.

18. Termination

In addition to other termination provisions set forth herein, Kautex may also immediately terminate the Purchase Order in the occurrence of an event of default, as described in Section 17.1, without prejudice to payment of losses and damages by Supplier.

19. General Conditions

- 19.1 All notices, requests, instructions, directions and other communications provided for hereunder (including any modifications of, or waivers, requests or consents under, this Terms and Conditions) shall be given and made in writing, delivered to the relevant party, to its address specified in the applicable Purchase Order. Any party may change its address or facsimile number for notices or other communications by written notice to the other party. Except as otherwise provided in this Terms and Conditions, all such communications shall be deemed to have been duly given when transmitted by electronic mail or personally delivered or, in the case of a facsimile or mailed notice, upon receipt, in each case given or addressed as aforesaid.
- 19.2 Kautex will not, in relation to any cancellation/termination or otherwise accept any liability for loss of profit, indirect or consequential damages or other charges of any kind.
- 19.3 Supplier acknowledges that the automotive industry is a complex and demanding industry with exacting requirements in many areas including but not limited to quality, price, continuous improvement and logistics. These requirements are contained in the GSM and other documents issued and updated by Kautex from time to time. In case of conflict between the documents which Kautex might issue, the general rule of interpretation shall be that the more specific provisions shall prevail over the more general if an interpretation reconciling the conflicting provisions is not available.
- 19.4 No performance under the applicable Purchase Order or any portion thereof may be subcontracted by Supplier without the express written consent of Kautex and any attempt by Supplier to subcontract any performance without such express written consent shall be null and void and shall constitute a default hereunder. If and when Supplier is authorized by Kautex to subcontract, Supplier warrants that all the terms of this Terms and Conditions, including all amendments hereto, will be included in each subcontract. Supplier shall be liable for any damages suffered by Kautex as a result of a breach of this clause and shall also continue to be fully responsible to Kautex for any damage of any kind resulting from the nonperformance or faulty performance of any aspect of the subcontracted service. All direct or indirect costs related to subcontracting shall be payable by Supplier and said costs shall not affect in any way the amounts mentioned in the applicable Purchase Order or the manner in which the services will be provided.
- 19.5 This Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Supplier may not assign or transfer any of its rights or delegate any of its obligations without the prior written consent of Kautex
- 19.6 In case any provision hereof is invalid or unenforceable this shall not affect the validity or enforceability of the other provisions.

- 19.7 The non-exercise by either of the parties of any rights provided hereunder or by any applicable law, or occasional tolerance of any contractual breach shall not constitute a waiver, alteration or modifications of such rights, and will not affect the right of the party to enforce contractual rights at any moment in the future.
- 19.8 This Terms and Conditions is registered with and available at the 1st Documents Registry Office of the city of Mogi das Cruzes – São Paulo, Brazil.
- 19.9 This Terms and Conditions shall be governed by Brazilian Law. The parties agree that any dispute related to this Terms and Conditions shall be finally settled by the Courts of the City of São Paulo, State of São Paulo, Brazil, in detriment of any other Court, no matter how privileged it could be.