

I ANNEX I

Schweitzer Engineering Laboratories LTDA. (“SEL”)

TERMS OF SALES

General terms. Except for disposal in opposite of the SEL, in writing, these terms (“Terms”) will govern all the sales of products and services of the SEL to the Purchaser. In the scope of these Terms, the term “Products” will mean the products, systems, also specified in the confirmation of request of sales of the SEL, including, without limitation, any accessories, documentation annexes and inlaid software and the term “Services” will mean any training, brain trust, support technician and any other services specified in the confirmation of request of sales of the SEL, except the projects governed for a proposal of services of the SEL and the prevailed ones for specific terms. Accepting the delivery of the Products, the Purchaser agrees that she will be subjects to these Terms. No request will be considered accepted until the confirmation of sales request has been communicated the Purchaser. The SEL will have the right at any time to cancel any request due to lack of the Purchaser in the acceptance of these Terms or due to any significant breach of these Terms, also, without limitation, it lacks in the payment of any which had values, breach of the current License contract of Software of the SEL or not attendance to the current requirements of credit of the SEL.

Prices, Taxes and Terms of payment. The prices will be those effective ones in the date of the confirmation of request of sales of the SEL. The prices are subject the modification without prior acknowledgment. The validity of each quotation or proposal as will be presented in this proposal. The prices do not include freight, package or costs with I secure, and any customs duties, of sales, use, of value added, property or other similar taxes, applicable tariffs or contributions to the price, sales or delivery of the Products, on services accomplished in base of time and expenses, the prices will effectively include the time expense and the out-of-pocket expenses in the previous month. With respect to the Services, additional rates will be able to result of additional or modified Services in virtue of changes in the budget, the cronograma or for any other reasons that have not been cotejadas in the proposal. The terms of payment as will be presented in this proposal. All the payments will have to be accomplished in the currency specified in the confirmation of request of sales of the SEL, having the Purchaser to take care of to the current requirements of credit of the SEL. If, in the opinion of the SEL, the financial condition of at any time previous Purchaser to the delivery not to justify the terms of payment, the SEL will be able to demand advance payment, or to postpone or to cancel any hanging request, having the SEL, in consequence of this, the right to receive the reasonable rates of cancellation. Delays in the delivery or disconformities in any parcels will not exempt the Purchaser of its obligation to pay any remaining parcels, being able the SEL, its criterion, to impose on all the values not pay in the expiration, a rate for equivalent delay to that he will be inferior enters 1,5% to the month or biggest applicable rate allowed by law. Any payment accomplished by the Purchaser will have previously to be applied to upon request current the values due to the application. Though the displayed one, the lack of the Purchaser in the payment of values due will be considered a significant breach of these Terms, not being considered as resignation to the referred to breach no acceptance, for the SEL, of payments behind schedule. To the measure allowed for law, the SEL will have to recover all the costs incurred into the collection of values due for the Purchaser, also, without limitation, pertaining to legal profession honorarium (including, but not limiting itself, to the cost attributed to the internal lawyer).

Delivery, Documentation and Spreading of Information. The dates of delivery are approached, in accordance with the ready act of receiving of all the necessary information of the Purchaser, and they do not constitute a contractual obligation. In case that the approval of sketches is demanded, the sketches must be returned according to the cronograma keep the date of remittance. The SEL will have to pack and to send to the Products in accordance with its procedure standard, having all the remittances to be sent to the Purchaser using the dispatcher or transporter of freights standard of the SEL. The Purchaser will have to pay any costs that to suffer increase in virtue from requests of package, remittance (transporting also special) or secure special, as well as any rates of detention. The SEL reserves the right to accomplish partial and/or anticipated remittances of the Products, unless expressly stipulated of another form in the order of purchase emitted for the Purchaser. The title, as well as the risks of damageses, will be transferred to the Purchaser by means of the delivery of the Products for the plant of the SEL to the dispatcher or transporter. The Purchaser must have a reasonable term after the act of receiving of the Products to inspect, to reject or to accept the Products. In any in case that, the acceptance is considered occurred up to 30 (thirty) days after the remittance. The Purchaser will not be able to return no Product without the authorization in writing of the SEL. The delivery and transfer of title effective of the Products will occur occasionally of the act of receiving, for the Purchaser, of an acknowledgment of the SEL on the availability of the Product, in accordance with Article 492 of the New Brazilian Civil Code. When applicable, the SEL will have to supply to the Purchaser 1 (one) copy of the referring instructions to each Product, instructions these which the Purchaser will not be able to reproduce. The Purchaser will be able to request of the SEL additional copies. All the instructions and documentation correlata will be in the English idiom. Although the SEL or its representatives to be able to supply of time in time the translations of these instructions and documentation as courtesy, the version in English will have to prevail in the hypothesis of any discrepancies, for which the SEL will not be responsible. No information, suggestion or idea transmitted for the Purchaser to the SEL in respect to the execution of this instrument will

have to be considered as reserved or confidential, saved if identified in writing for the Purchaser and confirmed in writing for the SEL.

Copyright. The Purchaser will not have to contest the validity of no copyright of the SEL, also, without limitation, any patent, marks advertising, mark of service, commercial presentation, copyright, commercial secrets or licenses. The Purchaser recognizes that the copyright of the SEL consists of exclusive ownership of this last one. For the sales of Products or Services to the Purchaser, the SEL does not transfer none of its rights of copyright, but simply it licenses the use of the Products or Services (including but not limiting it designs or another product of work), not having the Purchaser to remove, to erase or to modify any commercial mark, mark of service or commercial presentation that identify the SEL, neither to use any commercial marks, commercial marks of service, presentations or copyrights that, the criterion of the SEL, are confusedly fellow creatures of the SEL. Any software (including firmware) that he will be enclosed in the Products will be ownership of the SEL (or its licenciadoras), being licenciado, and not sold, to the Purchaser. Software will be supplied in the terms of the current License contract of Software of the SEL, being able the Purchaser only to use it with the Products and only with the destined intention for the SEL. The product of work and/or design of the SEL will not have to be sold or to be used by thirds without before obtaining the written consent of the SEL that will be able to demand a contract the part.

Guarantee of Products and Commitment of Services. The SEL guarantee to the Purchaser who the Products are free of defects in material and finishing during 10 (ten) years after the remittance. This guarantee becomes conditional to the storage, installation, connection, appropriate operation and maintenance of the Products, to the immediate advance warning to the SEL regarding any defects and, if demanded, to the ready availability of the Products to the SEL for correction. This guarantee will be totally null in the case of the Purchaser to modify Products without the prior assent the written and subsequent approval of any of these modifications for the SEL, or to leave to implement the demanded updates of Products. This guarantee will be totally null, still, in the hypothesis of any use of Products for any applicatory ones that they demand a listing or qualification of products that is not specifically enclosed in the quotation or proposal written of the SEL. In the hypothesis of any product not to be in accordance with this guarantee, the Purchaser will adequately inform the SEL regarding this lack and will return the Product to the place of the SEL for diagnosis (as well as she will pay all the referring expenses to this devolution), the SEL will have to correct any cited lack, its exclusive criterion, through the repair of any/any part (s) of the Product or the setting of any/any part (s) of necessary substitution (s) to the disposal, FCA in Pullman, Washington, United States of America (she freights authorized). Any repair or update of Products will be covered by this guarantee during the period most extensive enters 1 (one) year to count of the date of the repair or the remaining of the original period of guarantee of 10 (ten) years. To the MEASURED MAXIM ALLOWED FOR LAW, the GUARANTEE ESTABLISHED HERE WILL BE EXCLUSIVE AND SUBSTITUTE OF ALL the OTHER GUARANTEES, IS STATUTORY, EXPRESS OR TACIT THEY (ALSO GUARANTEES OF COMERCIALIZAÇÃO AND ADEQUACY FOR SPECIFIC INTENTION AND RELATED GUARANTEES OF the COURSE OF PERFORMANCE, NEGOTIATION OR COMMERCIAL USE), SAVED TITLE AND BREACH OF PATENTS. The guarantee above applies to the systems of the sold SEL as products, since the SEL does not guarantee electronic devices that are not its inside of the systems of the SEL (however, whenever possible, the SEL will have to transfer to the Purchaser the original guarantee of the manufacturer).

The SEL not guarantee products or models for it supplied ends of test and marketing. In the execution of the Services, the SEL must have the same care and skill normally exerted by members of the same profession that are currently in practice in similar conditions, having freely reverse speed-to execute (or the criterion of the SEL to pay a third to execute) any defectible Service, by means of acknowledgment act of receiving that inside specifies with details (s) the defect (s) of 1 (one) year of the execution of the original Services.

6. Limitation of Responsibility, Indemnification and I secure. In hypothesis some, either as a result of contractual infraction, indemnification, guarantee, illicit civilian (including recklessness), strict responsibility or in another way, the responsibility of the SEL before the Purchaser or its insuring for any loss or damage will have to exceed the price of the Product or specific Service that to give origin to the claim, being that, any responsibility will be extinct, with respect to Products, occasionally of the ending of the period of guarantee of 10 (ten) years and, with respect to Services, in a reasonable term, which will not be able to exceed 1 (one) year to count of the installment of the Services. No claim, independently of the form, related of the present transaction, could after be presented by the Purchaser 1 (one) year of the fact that generated the cause of action. The SEL will not be, in hypothesis some, either as a result of contractual infraction, indemnification, guarantee, illicit civilian (including recklessness), strict responsibility or in another way, responsible for any specific, emergent, incidental or punitive damages, also, without limitation, losses of profits or loss of prescriptions, loss of use of Products or equipment associates, damages the equipment associates, cost of capital, cost of substitute products, installations, services or energy of substitution, costs of inactivity or claims of referring customers of the Purchaser to these damages. In case that the SEL or its supplying subcontracting or gives to the Purchaser an assessorship or another assistance, also the introduction of adjustments supplied or requested for customers and the pertinent assessorship, in respect to any Product or any system or equipment in which any referred to Product can be installed, the installment of this assessorship or assistance will not subject the SEL to no responsibility, or contractual, indemnification, guarantee, illicit civilian (including recklessness), strict responsibility or of another one. The SEL will not be responsible for any claim or related damage of any non-authorized access to the Products. The Purchaser confirms to have read and understood referring manuals and instructions to the use of Products, and declares

to have capacity to operate the Products of corresponding form. The Purchaser will have to indemnify, to defend and to exempt the SEL, its executives, employees and agents of and against any claims, requirements, causes of action, loss, cost and expense, also, but not limiting it, pertaining to legal profession honorarium and other costs, related, directly or indirectly, of acts or omissions of the Purchaser, its executives, employees, agents or representatives, also, but not limiting it, (i) modification or integration of any Product for the Purchaser; (ii) specifications proper techniques of the Purchaser; (iii) the configurations of rotation of the Purchaser, that can or not be based on the examples of configurations or manuals of the SEL; (iv) any changes made for the Purchaser or a third, related to the drawings made for the SEL; (v) any non-authorized use or reuse of drawings, sketches, plans and specifications supplied for the SEL; (vi) it lacks of the Purchaser fully to use the protection of available password in any Product (also, but not limiting itself, the lack of the Purchaser to use passwords or to change passwords standard for exclusive passwords of the Purchaser); or (vii) any breach of this Term for the Purchaser. The Purchaser will have keeps secures commercially reasonable (also subrogation resignation) against responsibility and damages of property, including, but not if limiting, all secures commercial standard, environmental e, for any Product related with any installation or nuclear activity.

Referring indemnification the Patents. The SEL will have to defend any founded legal action in face of the Purchaser on the basis of the allegation of that any Product violates any patent of the United States, having to pay to any sentence or decision obtained in good sense against the Purchaser in any referred to legal action and to reimburse to these last reasonable costs and expenses for it incurred into the defense of any legal action, on condition that the Purchaser delivers to the SEL an immediate acknowledgment regarding the referred to share, gives reasonable assistance in the defense of this legal action and gives full chance for controlling all the aspects of its defense, also agreements, and it does not take none contrary position the SEL with regard to the cited share judicial. In the hypothesis of the referred to constituent Product to be considered of breach and the use of the Product to be forbidden (or the SEL to foresee a risk of this event), the SEL will have, its criterion, to change the Product for a Product that is not violating, to acquire for the Purchaser the right to continue using it, to modify it so that it becomes not violating or to repurchase it of the Purchaser for a part joust of the price original. The SEL will not be responsible for damages that to appear the SEL after to offer one of the resources above good faith, neither will be responsible for allegations of breach of patent related of Products made under order, modifications of Products or integration of Products with any product that is not of the SEL, having the Purchaser will fully indemnify, defend and exempt the SEL, its executives, employees and agents, of and against all and any claims of patent breach.

Transfer the Final Usufructuary Who Is not the Purchaser. Previously to the resale of any Product, the Purchaser will have to obtain written authorization of the SEL for any referred to resale. To obtain this authorization, the Purchaser will have to supply to the SEL, initially and of continuous form, complete and necessary data of final usufructuaries of each Product. This Purchaser will have to supply to the final usufructuary of each Product all the supplied acknowledgments, warnings, instructions, recommendations and similar materials directly or indirectly for the SEL. In the hypothesis of the Purchaser to transfer to a third any Product or any right or participation in this Product, the Purchaser will have to indemnify, to defend and to exempt the SEL, its executives, employees and agents, of and against all and any claims against the exceeding SEL to any obligations of the related SEL of these Terms for referred to receiving of the transfer or the any other third. Any transfer or cession of any Product without the sounding written authorization of the SEL will annul the guarantee of the SEL. The Purchaser cannot transfer or to yield any Product when such transfer or cession will be able to violate the laws of export, regulations or request. The delegation or cession, for the Purchaser, of these Terms, as well as of all or any of its obligations or related rights of this instrument without the sounding written consent of the SEL will not exempt the Purchaser of none of its obligations before the SEL.

Contractual variations. In case that the Purchaser demands approval of sketches, this examination, commentary and/or approval must be received by the SEL up to 10 (ten) working days to count of the delivery of the sketches for the SEL to the Purchaser. The lack of the Purchaser in the attendance to this requirement will be able to result in incidental costs and delays, which will constitute exclusive responsibility of the Purchaser. When the specifications of the Purchaser will not have enough details, the SEL reserve the right to project Products in accordance with the good commercial practice, as determined the exclusive criterion of the SEL. If at any time the Purchaser to make modifications its specifications of design, the confirmation of request of purchase of the SEL will stay subjects to the renegotiation of the conditions of price and the delivery, to cover of reasonable way any incidental costs and delays incurred for the modification. Any request could only be cancelled by the Purchaser for written acknowledgment and by means of payment of reasonable and adjusted rates of cancellation, also, without limitation, a reasonable rate of restocking, added of all the costs identified for the request that will have been incurred until the date of the acknowledgment of cancellation. Any restrained request, delayed or reverse speed-set appointments for request of the Purchaser will be subject to the effective prices and Terms in the occasion of the release of the referred to retention or reverse speed-agendamento. Any asked for, delayed restrained referring to or reverse speed-set appointments beyond a reasonable period will be considered as a cancellation of the Purchaser, which will be responsible for costs of reasonable delay, beyond cancellation costs. When the Products will be ready for remittance and this remittance could not be made by request of the Purchaser, the SEL will have to deliver a referring invoice to these Products, to be payment occasionally of the act of receiving of the Products, and will have to store the cited Products. In this case, the risk of loss of Products will be transferred to the Purchaser when dislocating the cited Product to storage, having all the expenses incurred for the SEL in respect to the storage of Products, also, without limitation, on-stay, cost of preparation to storage, rates of

storage, secures (in case that the SEL, its criterion, opt to contract this secure) and handling rates, being paid for the Purchaser occasionally of the delivery of invoices for the SEL.

Applicable legislation and Arbitration. This term of sales is governed by the Brazilian laws, abstaining any others. The parts in this act renounce to the applicability of the norms of the Convention of the referring United Nations Contracts for the International Sales of Goods. Any controversy or related or related claim to these Terms or its breach will have to be decided by arbitration in accordance with the Norms of effective Arbitration and Conciliation in the Chamber of Commerce of Canada - Brazil, being able the sentence of the pronounced finding them arbitrators to be executed in any competent good sense. Referred to arbitration English idiom will have to be lead it and to be accomplished in the City of São Paulo, State of São Paulo, Brazil, or another place waked up for the parts, the prevailing party will have right to recover the spent expenses in the arbitral procedure, such as pertaining to legal profession honorarium and other arbitral costs, including, but not if limiting, honorarium, expenses, costs of execution and honorarium of internal lawyer.

Diverse disposals. These Terms constitute the totality of the agreements between the SEL and the Purchaser, and take advantage on any agreements, negotiations, commitments, declarations or adjustments accomplished between the parts, or previous or current, verbal or writings, including, but not limiting it, any referring terms and conditions to any model of purchase request. The SEL rejects any declaration, guarantee, course of negotiation or commercial practice, or any different or additional terms and not established conditions in this instrument. The SEL is reserved to the right to modify or to repeal any offers or asked for to fulfill with applicable legislation, as well as with the market conditions. Any modification of these Terms will have to be made in writing and will have to be signed by an authorized employee of the SEL. Any relative notification to these Terms will be considered delivers since sent for registered letter or certified correspondence (with receipt of required delivery), delivery nocturnal or fax (with confirmation of sending and sent by post office) for an authorized employee in the address of the headquarters or inserted number of fax in the knowledge of order of purchase of the SEL, or, if such address and number of fax were not mentioned, in the registered address of the other part. All the rights and related obligations of the present instrument are for exclusive benefit only e of the Purchaser and of the SEL and benefit of thirds does not stop. No lack or delay for any one of the parts in the exercise of any right, power or resource, or in the insistence of the strict fulfilment, for the other part, of any obligation established here, will constitute a resignation to the right of the referred to part later to demand accurate conformity with these Terms. The invalidity, in all or part, of any disposal contained in these Terms will not have to affect the remaining of the cited disposal, or any other disposal, and, when possible, it will have to be substituted for a valid disposal that will produce the effects longed for the invalidated disposal however. None of the parts will be responsible for the lack or delay in the fulfilment of any related obligation of these Terms (except for the payment of which had values already) when this lack or delay it fulfilment will be caused by events is of the control reasonable or caused by events of bigger force or act of God in accordance with Article 393 of the New Brazilian Civil Code.