



UNI EN ISO  
9001:2008  
9120.SME1



UNI EN ISO  
13485:2012  
9124.SME2



SMEG S.p.A.

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CAPITALE SOCIALE € 20.000.000  
CODICE FISC.: 07947760158  
PARTITA IVA: 01555030350  
ISCR. REG. IMP. RE: 07947760158  
R.E.A. DI RE: 194932  
MECCANOGRAFICO EXP.: RE-017330  
C/C POSTALE: 12084422  
ECC IDENTIFICATION Nr.: IT 01555030350

TO WHOM IT MAY CONCERN

Guastalla, 21<sup>st</sup> October 2024

**LETTER OF AUTHORIZATION**  
(the "Letter")

By this letter, **SMEG SPA**, company with its registered office in Via L. Da Vinci 4, Guastalla (RE) Italy, VAT no. 01555030350, hereby represented by its duly authorized officer Roberta Boccazzi ("**SMEG**"),

**AUTHORIZES**

LOBOV CIENTIFICA LTDA, a company incorporated under Brazilian law, with registered office in Av.Santa Marina 1179, Agua, 05036-001 Branca, São Paulo-Sp, Brazil, CNPJ no. 05.857.218/0001-80, hereby represented by the legal representative Mr. Marcos Vinicius Batemarchi [**CEO**] (the "**Company**")

to distribute, market and sell on a non-exclusive basis during the term of this Letter, in **Brazil** (the "**Territory**"), products such as:

<b>Professional laboratory glassware washers</b>	All models
<b>Professional refrigerators</b>	All models
<b>Optional, accessories and consumables</b>	All models

(the "**Products**").

All the above-mentioned Products are manufactured under the trademarks and trade names owned by SMEG ("**Trademarks**").

The Company is free and independent, fully responsible for its own organizational, administrative, financial structure and has no authority and power to take on or cause any obligation or act in the name and on behalf of SMEG, unless previously and specifically authorised in writing to do so. In particular, the Company is not, and shall not be deemed or hold itself out as an employee, agent, partner or joint venture of or with SMEG.

The Company, by signing this authorization Letter, undertakes to:

- (i) market, advertise, sell and service the Products in the Territory, **on non-exclusive basis**, at its own expense and responsibility, subject to the applicable laws and in accordance with the instructions given by SMEG;
- (ii) obtain any necessary licenses, permits or registration necessary for the entry of the Products into the Territory and for their promotion and distribution;
- (iii) carry out any necessary repair work, including warranty repair, validation protocols whenever necessary and for the whole Product life;
- (iv) indemnify and hold SMEG harmless from any and all claims, damages, suits, judgments or settlements, including fines and reasonable attorney's fees, arising from the omission or unperformed obligation of the Company in the market, use or distribution of the Products in the Territory;
- (v) provide SMEG, at request, with adequate financial information on a confidential basis, or in the alternative, credit references satisfactory to SMEG to assure financial capability to conduct its ongoing business.

The Products are guaranteed for a period of 24 months from the date of SMEG invoice and upon presentation and the machine serial number. SMEG guarantees the availability of spare parts for the Products at least for ten (10) years after the discontinuation of the manufacturing of the Products.

The Company shall establish and maintain a technical service department and provide technicians which must be trained by SMEG. The Company has access to original SMEG spare parts related to the Products, shall maintain, at its own expense, an adequate stock of them and shall use them in its technical service operations.



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SMEG or its advisor is at any time entitled to perform an audit at the Company's offices and/or its end users to make sure the Products are used or installed according to the specifications and to the laws and guidelines applicable and to check the execution of agreed procedures related to marketing, sales and technical service of the Products.

All intellectual property rights relating to the Products (e.g. Know-how, patents, Trademarks) remain exclusive ownership of SMEG. Distributor will keep SMEG informed on all matters which may affect such SMEG's intellectual property rights and will promptly notify SMEG in writing of any actual, threatening or suspected infringement of, or any actions or demands or proceedings which may come to its attention.

The Company shall not -directly or indirectly- assign, transfer, sublicense, or encumber any of its rights granted by virtue of this Letter without the prior written consent of SMEG.

No waiver or modification of any term of this Letter shall be valid unless in writing, signed by both parties.

This Authorization Letter shall be valid and binding between the parties from the date of signature by both parties and until **31/12/2025**, except SMEG right to forthwith terminate it immediately, by sending written notice, if the Company breaches or otherwise fails to comply with its obligations under this authorization Letter.

This Letter shall be governed by the laws of Italy. All disputes arising out of or in connection with this Letter (including any controversy regarding its existence, validity or termination), will be settled by Court of REGGIO EMILIA (ITALY).

SMEG S.P.A.  
Authorized Representative

LOBOV CIENTIFICA LTDA  
Authorized Representative

