

PROFORMA INVOICE

QUOTE No. DUS-26-140_A

Proforma Invoice Date: 6-Oct-26

Bill to:	Instituto Nacional de Controle de Qualidade em Saúde / FUNDAÇÃO OSWALDO CRUZ - RJ	Ship to:	Instituto Nacional de Controle de Qualidade em Saúde / FUNDAÇÃO OSWALDO CRUZ - RJ
CNPJ (Tax ID):	33.781.055/0020-06	CNPJ (Tax ID):	33.781.055/0020-06
Street:	Avenida Brasil, 4365 - Manguinhos	Street:	Avenida Brasil, 4365 - Manguinhos
Zip Code:	21.040-900	Zip Code:	21.040-900
City / State:	Rio de Janeiro RJ	City / State:	Rio de Janeiro RJ
Name:	Cláudia Cristina Chaves	Name:	Cláudia Cristina Chaves
Email:	incqs.scam@fiocruz.br	Email:	incqs.scam@fiocruz.br
Phone:	(21) 3865-5198	Phone:	(21) 3865-5198

Our reference:	BCC-ID-26-149B	Name and Address of Manufacturer:	
Contact:	Dario Bonna Jr	Beckman Coulter, Inc.	
Telephone No.:	+1 (954) 299-2192	250 South Kraemer Blvd - P.O. Box 8000	
email:	dafratec.usa@dafratec.com	92822-8000 Brea, CA	

Payment Terms:	30 ddl	Validity of the proforma:	30 days
Currency:	USD	Delivery time:	90 workdays
Ship Method:	Air	Garanty:	12 months
Incoterms:	Ex-Works	Country of Origin:	USA

Item	Part Number	Description	Tarif Code	Qty	Unit Price (US\$)	Total Price (US\$)
1	C19196	PKGD, VI-CELL BLU INSTRUMENT Included: C23660 - STARTUP KIT, VI-CELL BLU C06019 - ASSY, REAGENT PACK, VI-CELL BLU C99606 - MICROFUGE TBE, NO CAP, 500 COUNT C09145 - 50% VIABILITY CONTROL, VI-CELL BLU C09147 - CONCENTRATION CONTROL, 0.5M/ML, VI-CELL BLU/FL C09148 - CONCENTRATION CONTROL, 2M/ML, VI-CELL BLU/FL C09149 - CONCENTRATION CONTROL, 4M/ML, VI-CELL BLU/FL C09150 - CONCENTRATION CONTROL, 10M/ML, VI-CELL BLU/FL 175474 - VI-CELL Focus Control C72516 - CC SIZE STANDARD L10, 10 UM BEADS (15 ML BOTTLE)	9027505000	1	\$68.925,00	\$68.925,00
Total Amount of the Goods USD						68.925,00

DAFRATEC US representative in Brazil:

Dafra Technologies Instrumentação Analítica e Científica Ltda.
CNPJ: 07.471.449/0001-87 IE:635.518.340.116
Rua R. Ten. Salles, 207 - Centro, São Bernardo do Campo - SP, CEP 09720-130
Tel.: +55 11 43453727
Contact: Dario Bonna Junior

Exporter Information:

Dafratec US Corporation
Company Number: P19000017611
(EIN): 30-1168121
1331 South Dixie Highway West - Pompano Beach, FL 33060

Bank Name: Bank of America, N.A

Account Number: 8981 0173 2476

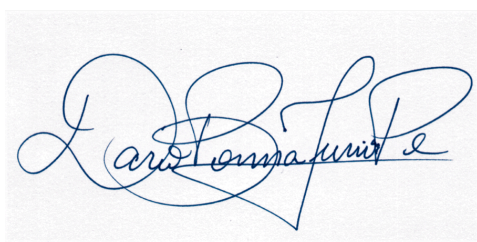
SWIFT Code: BOFAUS3N

ABA/Rounting Number: 063000047 / 063100277 (paper & eletronic) or 026009593 (wires)

Address: 7100 SW B2ND CT - Miami, FL 33143

Beneficiary: Dafratec US Corporation

Payment Currency: USD



Dario Bonna Junior
Dafratec US Corporation

PROFORMA INVOICE

QUOTE No. DUS-26-140_A

Proforma Invoice Date: 6-Oct-26

TERMS AND CONDITIONS OF SALE

1. Parties & Roles

- Exporter / Agent: Dafratec US Corporation – acts solely as an export agent, coordinating export logistics under Ex Works (Incoterms).
- Manufacturer: Beckman Coulter, Inc.
- Distributor & Service Provider: Dafra Technologies – handles all sales, after-sales service, technical support, and warranty coverage in Brazil.

2. Prices & Specifications

- 2.1. Basis for Quotations: All quotations are prepared by us based on the Beckman Coulter price list.
- 2.2. Prices may be adjusted due to changes in quantity, specifications, engineering, or clerical corrections.
- 2.3. Product descriptions and specifications (quantity, quality, packaging, etc.) are detailed in the Proforma Invoice, Order Acknowledgement, and Invoice.

3. Payment Terms

- 3.1. Payment terms and accepted methods will be clearly specified in the accompanying Proforma Invoice, Order Acknowledgement, and Invoice.
- 3.2. Late Payment Penalties: Any payment not received by its due date will incur interest at a rate of 1.5% per month, or the maximum legal rate if lower, plus any related collection costs.

4. Shipment, Title Transfer & Transportation Risks

- 4.1. Export Handling: Managed by Dafratec US Corporation under Ex Works (Incoterms).
- 4.2. Import & Delivery in Brazil: Fully handled by the Buyer. Dafra Technologies is not responsible for import processes or associated costs.
- 4.3. Risk Transfer: Transfers to Buyer at point of export (EXW), unless otherwise agreed.
- 4.4. Delivery Inspection: The Buyer's agent must inspect the Goods upon delivery at the time of receipt, checking for any visible damage to packaging, discrepancies in weight, and verifying the number of packages (volumes). Any claims must be reported within 48 hours.
- 4.5. Transport-Related Damage & Insurance: If the equipment is damaged during Buyer-managed transport, the Buyer must claim under their own insurance. Seller and Distributor are not liable.
- 4.6. Responsibility for Transport for Maintenance: The transport of the equipment for maintenance or calibration to Dafra Technologies' facilities in Brazil, and its return to the Buyer, will be at the Buyer's cost and responsibility, unless otherwise agreed in writing.

5. Warranty & Technical Support

- 5.1. Warranty Coverage: 12-month warranty from delivery in Brazil for manufacturing defects only. Excludes defects due to misuse, improper installation, unauthorized modifications, or third-party intervention.
- 5.2. Unpacking & Installation: Must be performed exclusively by an official, authorized distributor; unpacking or installation by unauthorized parties voids the warranty.
- 5.3. Installation Condition: Unpacking and installation will only take place once full payment has been received.
- 5.4. Warranty Claim Process: The Buyer contacts Dafra Technologies in Brazil for diagnosis; if defect confirmed, parts are requested from Beckman Coulter.
- 5.5. Repair & Parts Replacement: Authorized parts are supplied and installed locally by Dafra Technologies.
- 5.6. Full Equipment Replacement: Only with explicit approval from Beckman Coulter. The Buyer handles export of defective unit and import of the replacement, covering all related costs.
- 5.7. Warranty Void Conditions: Warranty void if no defect is confirmed or unpacking/installation is done by unauthorized persons. Buyer bears related costs.
- 5.8. Limitation of Liability: Liability is limited to the value of the defective product; indirect, incidental, or consequential damages (e.g., lost profits or data) are excluded.
- 5.9. Technical Support Outside Brazil: If the equipment is used outside Brazilian territory, technical assistance, maintenance, and warranty will only be provided upon shipment of the equipment to Brazil, with all transportation, insurance, import/export, and related costs borne by the Buyer.
- 5.10. Travel Costs: If on-site technical support is requested outside the city where Dafra Technologies is located, all travel, accommodation, and subsistence expenses for the technical team will be charged to the Buyer, subject to prior approval.
- 5.11. Language and Support Hours: Technical support will be provided in Portuguese, during Brazil business hours (GMT-3), unless otherwise agreed in writing for other languages or schedules.
- 5.12. Service Lead Times: Upon opening a technical support ticket, remote diagnosis will begin within X business days; repairs depend on parts availability and transportation logistics.

6. Returns & Cancellations

- 6.1. Cancellations by the Buyer may incur termination or replacement charges as per agreement and Beckman Coulter policy.
- 6.2. Returns require prior authorization; restocking fees may apply.
- 6.3. Custom Orders Only: The Goods are sold strictly on a custom-order basis and are non-returnable under any circumstances once accepted.

7. Title Retention (ROT)

Title to the Goods shall remain vested in the Seller until full payment is received. Retention of Title is valid under Brazilian law (Brazilian Civil Code, sections 521–528) when duly registered with Notary Public within 20 days of contract execution.

8. Force Majeure & Hardship

Neither Party shall be liable for non-performance due to events beyond reasonable control (e.g., acts of God, war, epidemics, governmental restrictions). The affected Party must promptly notify the other in writing and endeavor to mitigate impacts. If the event continues beyond 90 days, either Party may terminate the affected part of the Contract without liability.

9. Patent Indemnity

Beckman Coulter will defend and indemnify the Buyer against U.S. patent infringement claims related to the products, covering legal costs and damages under standard manufacturer terms.

10. Taxes, Duties & Compliance

All taxes, duties, insurance, import/export fees, and related costs are the Buyer's sole responsibility.

11. Governing Law & Dispute Resolution

These terms are governed by Florida law, with exclusive jurisdiction in Miami-Dade County for sales via Dafratec US. For sales executed by Dafra Technologies in Brazil, Brazilian consumer protection laws and local jurisdiction apply. To reduce travel burden, disputes may be resolved via arbitration in Florida, permitting remote participation.

12. Consumer Legal Warranty (Brazil)

In accordance with Brazil's Consumer Protection Code (CDC):

- Durable goods benefit from a 90-day statutory warranty for reporting defects.
- If defects are not remedied within 30 days post-notification, consumers may demand replacement, refund, or price reduction.
- Manufacturers, importers, and distributors are strictly jointly liable for defects.
- Consumers have rights to judicial or administrative remedies, including burden-of-proof reversal in justified cases.

13. Acceptance

Submitting a purchase order constitutes full acceptance of these terms. Any conflicting terms proposed by the Buyer are void unless expressly accepted in writing.