SHIPPING POLICY

EMBRAER

Non-conforming Materials

Embraer S.A.
Av. Brigadeiro Faria Lima, 2170
CEP: 12227-901
São José dos Campos – SP
BRASIL

Index

1 REVISION CONTROL 3

Added requirement regarding Export Controlled Material Label 4
Updated requirement regarding CofC 4
Updated the address of DSV France 4
Updated requirement of traceability in CofC document 4
Updated new requirements for shipping Dangerous Goods 4
Updated requirement of traceability in CofC document 4

2 SCOPE OF THIS POLICY 5

3 NON-CONFORMING MATERIAL RETURN 5

4 REPLACEMENT UNDER WARRANTY 5

5 REPAIR 6

5.1 Repair Invoice – Essential Information 6
5.2 Invoice - Brazilian Customs and Embraer´s Requirements 6
5.3 Repair Invoice - Distribution 8
5.3.1 Original Repair Invoice 8
5.3.2 Repair Invoice Copy 8
5.4 Repair Invoice – Examples 9
5.4.1 Repair Invoice Example – labor only 9
5.4.2 Repair Invoice Example – labor and applied materials 10
5.4.3 Repair Invoice Example – upgrade 11

6 INSTRUCTIONS FOR PACKING LIST 12

6.1 Packing List – Brazilian Customs and Embraer Requirements 12
6.2 Packing List – Distribution 12
6.3 Packing List – Example 13

7 QUALITY ASSURANCE DOCUMENTS 13

7.1 Original Certificate of Conformance (CofC) and Test Report 13
7.2 Original Log Card when applicable 14
7.3 Verification of Certificate of Conformity Issued by Distributor 15

8 SHIPPER´S DECLARATION – DANGEROUS GOODS 15

9 PACKAGING 16

10 MARKS ON CARTON 17

10.1 Inner Label 18
10.2 Outer Label 18
10.3 Export Controlled Material Label 19

11 SHIPMENT 19

11.1 Export documents at origin (when applicable) 20

12 ADMINISTRATIVE SANCTIONS 20

12.1 Missing Original Invoice 20
12.2 Missing Packing List 20

13 ADDITIONAL INFORMATION 21

13.1 Payment Information 21
13.2 Embraer Logistics Department 21
13.3 Embraer's Freight Forwarder 21
13.3.1 USA and Canada 21
13.3.2 Europe 22
13.4 Embraer Brazilian Import Facilities 23
13.5 Brazilian Airports and Port used by Embraer 23

1 REVISION CONTROL

Revision	Date	Section	Page	Subject of Revision
01/2010	April / 2010	5.1	6	Banking details removed
01/2010	April / 2010	5.1	5	Items 13 and 24 removed from this section and included at Additional Information section. Items 14 / 20 / 23 revised
01/2010	April / 2010	5.1	5	Items 11 / 14 /17 /18 / 22 and 23 revised
01/2010	April / 2010	5.1	6	Additional information: Domestic Air Waybill included
01/2010	April / 2010	5.3.2	8	File format request updated
01/2010	April / 2010	5.4	9	New Invoice standard form added
01/2010	April / 2010	6.1	10	Packing list number included
01/2010	April / 2010	6.2	10	Packing list – Brazilian Customs Requirement included
01/2010	April / 2010	6.3	11	New Packing List standard form added
01/2010	April / 2010	7.2	12	New table regarding quality documents included
01/2010	April / 2010	9	13	Printed label barcode request updated
	April / 2010	9.1	14	New Inner label model included
01/2010	April / 2010	9.2	14	New Outer label model included
01/2010	April / 2010	11.3.1	16	Kuehne & Nagel LAX and MIA contact names updated
01/2010	April / 2010	11.3.1	16	Kuehne & Nagel Canada address updated
01/2010	April / 2010	11.3.2	17	DHL FRA MFIR revised
01/2012	Jul / 2012	cover	1	Company's name changed
01/2012	Jul / 2012	footer	All	Revision date
01/2012	Jul / 2012	3 / 4	4	Incoterms version
01/2012	Jul / 2012	5.2	5	Languages of material's description
01/2012	Jul / 2012	5.2	5	Removed subtitle Brazilian Customs Requirement
01/2012	Jul / 2012	5.3.1	6	Invoices revision
01/2012	Jul / 2012	5.4	8	Invoice examples updated
01/2012	Jul / 2012	6	11	Removed subtitle Brazilian Customs Requirement
01/2012	Jul / 2012	6.3	13	Packing list example updated
01/2012	Jul / 2012	7.1	13	Certificate of Conformance
01/2012	Jul / 2012	9.1	15	Inner label example updated
01/2012	Jul / 2012	9.2	16	Outer label additional information
01/2012	Jul / 2012	9.2	16	Outer label example updated
01/2012	Jul / 2012	10.1	17	Copy of license with material
01/2012	Jul / 2012	12	18	Company's name changed
01/2012	Jul / 2012	12.1	18	Payment information updated
01/2012	Jul / 2012	12.2	18	Embraer Logistics Department information updated
01/2012	Jul / 2012	12.3.1	18	K&N information removed, Panalpina information added
01/2012	Jul / 2012	12.3.2	18	DHL information removed; World Cargo information added
01/2012	Jul / 2012	12.4	20	Company's name changed
01/2012	Jul / 2012	12.5	21	Airports and Port information
02/2012	Dec / 2012	All	All	General Grammar Revision

01/2013	Sep / 2013	12.3.2	19	World Cargo information removed, Panalpina information added
01/2013	Sep / 2013	12.2	18	Embraer Logistics Department information updated
01/2015	Jul / 2015	4	4	Text updated including TAT calculation
01/2015	Jul / 2015	5	5	Text updated including TAT calculation
01/2015	Jul / 2015	5.2	6	Necessary data for applied material added
01/2015	Jul / 2015	5.4	8 to 10	Examples updated
01/2015	Jul / 2015	7.1	12 to	CofC text updated
01/2016	Apr / 2016	3.1	7	Additional Information
01/2016	Apr / 2016	6	15	Revision Wood Packaging Instructions
01/2016	Apr / 2016	8	18	Revision of mandatory information for pick up
01/2017	Feb / 2017	7.2	14	Text updated including the word Original before Purchase Order
02/2017	May / 2017	12.3	20	Revision of Embraer's Freight Forwarder in Europe
03/2017	Sep / 2017	10.3.2	17,18	Revision of Embraer's Freight Forwarder in Europe
04/2017	Nov / 2017	5.2	7	Added Net weight per item
04/2017	Nov / 2017	10.1	19	Added export document information
05/2017	Dec / 2017	5.4	9	Repair Invoice – Examples updated - Added Net weight per item
01/2018	Feb / 2018	5.2	6	Added ITN information
01/2018	Feb / 2018	10.1	19	Added ITN information
02/2018	April / 2018	5.2	7	Added additional information regarding used material
02/2018	April / 2018	12.4	22	Added the Address of EDE´s facilities
01/2020	Nov / 2020	5.1	7	Added requirement regarding signature
01/2020	Nov / 2020	5.3	8	Added requirement regarding signature
01/2020	Nov / 2020	5.3.2	8	Added requirement regarding signature
01/2020	Nov / 2020	8	15	Added information regarding Shippers Declaration for DG
01/2020	Nov / 2020	13.3	20	Updated the addresses of Panalpina – Changed to DSV
01/2020	Nov / 2020	10.3	18	Added requirement regarding Export Controlled Material Label
01/2020	Nov / 2020	7.1	13	Updated requirement regarding CofC
01/2021	Apr / 2021	13.3.2	22	Updated the address of DSV France
01/2022	Aug / 2022	7.1	13	Updated requirement of traceability in CofC document
01/2023	Jan / 2023	8	15	Updated new requirements for shipping Dangerous Goods
02/2023	Sept / 2023	7	14	Updated requirement of traceability in CofC document
03/2023	Nov / 2023	13.3.2	22	Updated information regarding new freight forwarder for Air and Ocean Shipments from Portugal and
01/2024	Mar / 2024	13.3	20	Updated e-mail address of DSV Canada
02/2024	July /2024	13.3.2	21	Updated the Address of DSV France
01/2025	July / 2025	13.4	23	Updated EDE´s address
05/2026	May/2026	4.3	15	Added requirement Verification of Certificate of Conformity Issued by Distributor

‘

2 SCOPE OF THIS POLICY

Embraer’s Shipping Policy for **NON-CONFORMING MATERIALS** sets forth the requirements Suppliers must comply with to return materials to Embraer Brazil. Suppliers’ failure to comply with this policy may result in shipments being held by Brazilian Customs, loss of import privileges, monetary penalties for which Supplier will be responsible, and will directly affect the Suppliers on time delivery performance.

For PRODUCTION MATERIAL AND SPARE PARTS, please follow the procedures described in the respective Shipping Policy for PRODUCTION MATERIAL AND SPARE PARTS.

For the purpose of this document “Material” means any product purchased by Embraer.

This policy applies only for shipments to Embraer Brazil facilities. Shipments for Embraer’s facilities in other countries have their specific requirements and Logistics Service Providers.

3 NON-CONFORMING MATERIAL RETURN

The Non-Conforming Material Return process is applicable when the **Supplier** is responsible for the defect or Non-conformity of the Material purchased by Embraer, in accordance with the applicable customs regime or process for the return of Materials.

The Non-Conforming Material Return process will always be applied when Embraer detects the defect or non-conformity during inspection upon receipt of the Material, or when Embraer identifies the defect or Non-conformity of the Material in the production line. Embraer will carry out an analysis to identify the causes and the responsibilities for such defect or non-conformity.

The Supplier shall reimburse Embraer for any and all logistics costs incurred by Embraer to import the Material and the value of the returned Material when the Purchase Order is charge PO. For no charge Purchase Orders, the Supplier shall reimburse Embraer for any and all logistics costs incurred by Embraer to import the Material. The returned Material shall be delivered by Embraer to the Supplier in the FCA Brazilian Airport/Port condition, according to Incoterms 2010 or the latest agreed version.

4 REPLACEMENT UNDER WARRANTY

The Replacement under Warranty process is applicable when the Supplier is responsible for the defect or Non-conformity of the Material delivered to Embraer. In this case, the Supplier must deliver conformed Material with the same PN (Part Number) within thirty (30) days of the date of shipment of the Material from Brazil, and the same requirements according to section 5.1 shall be applied. However, in this process, the Supplier will not charge service and/or applied material costs to Embraer.
The material to be replaced by the Supplier shall be shipped by Embraer under CIP to the closest International Airport of Supplier's facility city and named by Embraer; and shall be returned by the Supplier in the FCA Embraer's Logistic Provider condition, according to Incoterms 2010 or the lasted agreed version.
The Turn Around Time (TAT) calculation shall starts counting from two (2) days after Embraer's Logistic Provider informs Supplier's broker regarding the Proof of Delivery (POD) and shall stops counting at the time Supplier deliveries the Product to Embraer's Logistic Provider. Delays caused by invoice discrepancies, errors in quotation will be considered in the TAT computation. The period for Embraer answering Supplier's quotation shall not be considered in TAT computation.

For all cases, the use of DROP SHIPMENTS is **not** allowed because Embraer is responsible for the tracking of the Material. Embraer will receive all Materials directly from the Supplier’s country and Embraer will send all Materials back to the Supplier’s country, as stated in the respective Purchase Orders. The Supplier must receive all Materials from its subcontractors, and it is solely responsible for delivery of the Material to Embraer.
MATERIALS EXPORTED UNDER RECOF SYSTEM (Regime Aduaneiro de Entreposto Industrial sob Controle Informatizado) CANNOT BE REPLACED, IT MEANS THE SERIAL NUMBER MUST BE THE SAME.

5 REPAIR

The parts are sent to the Supplier under a temporary exportation basis for the purpose of repair and have a maximum period of 1 (one) year to be returned by the Supplier. If the Supplier does not comply with this time limit, it will will result in an administrative charge of **5% of the value of material** (FOB value) with a minimum of R$500,00 and this amount will be the supplier´s responsibility.

For each repair shipment, an export process is opened by Brazilian Customs, and it must be closed. This can be done as follow:

1. Re-importation of the repaired Material.

Note: The repair cost must be broken down in the invoice, for each Part and Serial Number, as follows:
Material (full description and quantity of each applied material) ….....= US$ (value)
Repair Labor……..……....= US$ (value)
Repair total amount……....= US$ (value)
Supplier must inform Embraer a complete technical specification for applied materials to register classification tariff and Purchase Order issue.

2. Sale of the Material to Supplier; meaning that the temporary exportation will be changed to definitive exportation (charge).
3. Scrapping of the Material at the foreign country, in which case it will be necessary to present a Scrap Certificate, and the temporary exportation will become a definitive exportation (no charge).

If the material is not Customs cleared by the Supplier at the destination country, the Supplier will be responsible for the loss of material and will have to pay the value of the Material - plus taxes.
The material to be repaired by the Supplier shall be shipped by Embraer under CIP to the closest International Airport of Supplier's facility city and named by Embraer; and shall be returned by the Supplier in the FCA Embraer's Logistic Provider condition, according to Incoterms 2010 or the lasted agreed version.
The Turn Around Time (TAT) calculation shall starts counting from two (2) days after Embraer's Logistic Provider informs Supplier's broker regarding the Proof of Delivery (POD) and shall stops counting at the time Supplier deliveries the Product to Embraer's Logistic Provider. Delays caused by invoice discrepancies, errors in quotation will be considered in the TAT computation. The time period for Embraer answering Supplier's quotation shall no be considered in TAT computation.

5.1 Repair Invoice – Essential Information

5.2 Invoice - Brazilian Customs and Embraer´s Requirements

1. Invoice Number
2. Date of issuance
3. Repair Order Number (One Repair Order per invoice number) and PO number (if applicable)
4. Exporter’s full name and address and TAX ID / EIN
5. Importer’s full name and address
6. Manufacturer’s full name and address per item
7. Country of Origin (where the Materials were manufactured or where the last significant transformation occurred, it means, the manufacturer’s country). This information must be provided per item.
8. Country of Source (country where the material was at the moment of its acquisition)
9. Country of Acquisition (country where the Purchase Order was placed, the exporter’s country)
10. Incoterms and Named Place
11. Payment Terms

    The repair cost must be broken down in the invoice, for each Part and Serial Number, as follows:
    Material (full description and quantity of each applied material) ….....= US$ (value)
    Repair Labor……..……....= US$ (value)
    Repair total amount……....= US$ (value)
    Supplier must inform Embraer a complete technical specification for applied materials in order to register classification tariff and Purchase Order issue.

‘

12. Packing list number
13. Part Number
    - If the Material is being upgraded and had received a new part number, the old AND the new part numbers must be stated on the invoice.
14. Complete description of each material written only in Portuguese, English (preferably), Spanish or French, including:
    - Serial Number for each Material, when applicable. FLIGHT HOURS ARE MANDATORY.
    - Embraer’s code number for each Material
    - Export License number, when applicable. For Materials controlled by customs at country of origin, which requires Export License (e.g. Department of State License, ITAR and others), it will be necessary to mention the type and the number of the Export License on the invoice. If it’s not required, the invoice must mention: “EXPORT LICENSE NOT REQUIRED (NLR)”
    - Schedule B per item
    - Net weight per item
    - License Determination per item (Export Control Classification Number - ECCN)
    - Ultimate consignee type
15. Item quantity and unit of measurements
16. Negotiated currency
17. Unit Price and Total Price for each Material must be the same of the REPAIR EXPORT INVOICE FROM EMBRAER. The returning invoice must have the statement **"VALUE FOR CUSTOMS PURPOSES ONLY"**.
18. Total Amount of the Invoice
19. Quantity of packages
20. Type of packages
21. Package dimension
22. Total Net Weight
23. Total Gross Weight
24. Invoice page number using the “1 of 3, 2 of 3, 3 of 3” format
25. Signature mentioning the name of the signer

Additional information:

- All entries must be typed and no handwritten entries are acceptable
- Added charges (if any) e.g. packaging
- Freight carrier
- Domestic Air Waybill / Bill of Lading (tracking number)
- Internal Transaction Number (ITN). Applicable only on shipments from USA when the Electronic Export Information (EEI) on the Automated Export System (AES) is done by the Supplier.
- Invoice cannot be used as a quality document such as CofC (Certificate of Conformance). They must be separate documents
- In case of prepaid shipments, freight amount must be declared at invoice
- If the material is used, it must be declared on the invoice.

Brazilian customs will only accept invoices with the following requirements:

- The Original Invoice must be issued on the Supplier’s official letterhead or standard invoice form. It must be clear and readable.
- Photocopy and scanned invoices are acceptable only if it is signed. A digital signature is acceptable.
- Identified with the word ‘‘ORIGINAL’’ and “REPAIR”

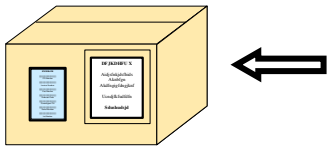
For No Charge PO/OV the payment term field must declared as NO CHARGE.

The non-compliance of the requests above can generate an administrative sanction of 5% of CIF value. If it is proved that the Original Invoice problem is due to Supplier’s fault, the Supplier shall reimburse Embraer the value of such administrative sanction.

5.3 Repair Invoice - Distribution

One (1) Original Invoice signed and clearly marked as “Original Invoice” must be enclosed in a waterproof envelope, secured, and attached to the **OUTSIDE** of the package. If the shipment has more than one package, every package must have an invoice copy attached outside and one of them must have the Original. This Original Invoice must be the one used for export, customs clearance in Brazil and payment purposes. The Original Invoice must contain all information outlined below as required by Brazilian legislation and Embraer.

5.3.1 Original Repair Invoice



Outer Case

- Original Invoice
- Packing List
- Original Dangerous Goods Declaration (when applicable)
- Export License copy (when applicable)

The Original Repair Invoice signed is a MANDATORY document for customs clearance in Brazil. The Original Repair Invoice must always be secure attached to the OUTSIDE of Outer case.

Materials received at the Freight Forwarder without Original Invoices, according to Brazilian Customs and Embraer´s requirements, will not be shipped to Brazil until the Supplier delivers these documents to the Freight Forwarder.

If the supplier is not able to inform the Schedule B and License Determination on the invoice, a Shippers Letter of Instruction (SLI) form must be sent completely fulfilled and signed for each invoice.

If any change is made on the invoice due to any reason after the material was shipped out from the supplier´s facility, it’s the supplier´s responsibility to replace the previous document sent with the cargo and also inform Embraer´s Purchasing Department immediately. This must be done before the shipment to Brasil.

5.3.2 Repair Invoice Copy

A Repair Invoice copy signed **MUST** be sent to Embraer Logistics Department within one (1) calendar day after its issuance to the following e-mail: invoice@embraer.com.br.

This electronic Repair Invoice copy signed will allow Embraer to expedite the import process. The requirements are:

- The minimum file resolution must be 300dpi.
- Send one (1) invoice per file.
- File format must be under PDF or TIF format.
- The images must be aligned, cannot be upside down and or have any rotation.
- Editable file will not be accepted and processed.

5.4 Repair Invoice – Examples

5.4.1 Repair Invoice Example – labor only

Original letterhead an trademark	***Exporter/Supplier*** *Full name, address and TAX ID*			PAGE: 1 of 1 INVOICE NUMBER: INVOICE ISSUANCE DATE:	
BILL TO: Name: Address: City - State: Country: CNPJ No:		**SHIP TO:** Name: Address: City - State: Country: CNPJ No:		**FREIGHT FORWARDER:**	
VENDOR ORDER	**COUNTRY OF SOURCE**	**COUNTRY OF AQCUISITION**	**INCOTERMS**	**VALUE FOR CUSTOMS PURPOSES ONLY:** XXXXX	
TRACKING NUMBER:		**PAYMENT TERMS:**		**CURRENCY:**	

PART NUMBER	DESCRIPTION OF GOODS, OTHER MARKS AND REFERENCES	REPAIR ORDER LINE	QUANTITY UM	SELLING PRICE UNIT	SELLING PRICE TOTAL
XXX999-2	**DESCRIPTION** **CEMB:** XXXX **Net Weight/Item:** XX KG **S/N:** **MANUFACTURER:** Manufacturer's name Address City State ZIP Code **COUNTRY OF ORIGIN:** XXXXXX **SCHEDULE B:** XXXXXX **ECCN:** XXXXX **ICENSE DETERMINATION:** NLR **LABOR:**	10	XX EA	$ XXXX,XX $ XXXX,XX	$ XXXX,XX $ XXXX,XX

BOX QUANTITY	TYPE OF PACKAGE	BOX DIMENSIONS	TOTAL NET WEIGHT	TOTAL GROSS WEIGHT
X	CARDBOARD BOX	XXm / XXm / XXm	XXX KG	XXXX KG
X	CRATE	X m / X m / X m	XXX KG	XXXX KG

PACKING LIST NUMBER: XXXXXX

ORIGINAL REPAIR INVOICE

NAME:	**TITLE:**	**ITEM TOTALS**	$ XXXX,XX
SIGNATURE:	**DATE:**		
As per Brazilian Customs all Invoices MUST be hand signed in blue ink		**TOTAL AMOUNT**	$ XXXX,XX

EXAMPLE

5.4.2 Repair Invoice Example – labor and applied materials

Original letterhead an trademark	***Exporter/Supplier*** *Full name, address and TAX ID*	PAGE: 1 of 1 INVOICE NUMBER: INVOICE ISSUANCE DATE:
BILL TO: Name: Address: City - State: Country: CNPJ No:	**SHIP TO:** Name: Address: City - State: Country: CNPJ No:	**FREIGHT FORWARDER:**

VENDOR ORDER	COUNTRY OF SOURCE	COUNTRY OF AQCUISITION	INCOTERMS	VALUE FOR CUSTOMS PURPOSES ONLY: XXXXX

TRACKING NUMBER:	PAYMENT TERMS:	CURRENCY:

PART NUMBER	DESCRIPTION OF GOODS, OTHER MARKS AND REFERENCES	REPAIR ORDER LINE	QUANTITY UM	SELLING PRICE UNIT	SELLING PRICE TOTAL
XXX999-2	**DESCRIPTION** **CEMB:** XXXX **S/N:** **MANUFACTURER:** Manufacturer's name Address City State ZIP Code **COUNTRY OF ORIGIN:** XXXXXX **SCHEDULE B:** XXXXXX **ECCN:** XXXXXX **LICENSE DETERMINATION:** NLR **LABOR:** (When applicable)	10	XX EA	$ XXXX,XX $ XXXX,XX	$ XXXX,XX $ XXXX,XX

APPLIED PART NUMBERS	DESCRIPTION OF GOODS, OTHER MARKS AND REFERENCES	PO line	QUANTITY UM	SELLING PRICE UNIT	SELLING PRICE TOTAL
YYY999-1	**DESCRIPTION** WASHER (FREE OF CHARGE)	10	XX EA	$ XXXX,XX	$ XXX,XX
YYY888-2	**DESCRIPTION** BOLT (CHARGE)	20	XX EA	$ XXXX,XX	$ XX,XX

BOX QUANTITY	TYPE OF PACKAGE	BOX DIMENSIONS	TOTAL NET WEIGHT	TOTAL GROSS WEIGHT
X	CARDBOARD BOX	XXm / XXm / XXm	XXX KG	XXXX KG
X	CRATE	X m / X m / X m	XXX KG	XXXX KG

PACKING LIST NUMBER: XXXXXX

ORIGINAL REPAIR INVOICE

ITEM TOTALS	$ XXXX,XX
TOTAL AMOUNT	$ XXXX,XX

NAME: **TITLE:**
SIGNATURE: **DATE:**
As per Brazilian Customs all Invoices MUST be hand signed in blue ink

EXAMPLE

5.4.3 Repair Invoice Example – upgrade

Original letterhead an trademark	***Exporter/Supplier*** *Full name, address and TAX ID*		PAGE: 1 of 1 INVOICE NUMBER: INVOICE ISSUANCE DATE:	
BILL TO: Name: Address: City - State: Country: CNPJ No:	**SHIP TO:** Name: Address: City - State: Country: CNPJ No:		**FREIGHT FORWARDER:**	
VENDOR ORDER	**COUNTRY OF SOURCE**	**COUNTRY OF AQCUISITION**	**INCOTERMS**	**VALUE FOR CUSTOMS PURPOSES ONLY:** XXXXXX
TRACKING NUMBER:		**PAYMENT TERMS:**		**CURRENCY:**

PART NUMBER	DESCRIPTION OF GOODS, OTHER MARKS AND REFERENCES	REPAIR ORDER LINE	QUANTITY UM	SELLING PRICE UNIT	SELLING PRICE TOTAL
XXX999-2	**DESCRIPTION (OLD PN)**	10	XX EA	$ XXXX,XX	$ XXXX,XX
	REPLACED BY				
XXX000-1	**DESCRIPTION (NEW PN)**				
	S/N: AAA				
	IN EXCHANGE FOR				
	S/N: BBB				
	CEMB: XXXX **Net Weight/Item:** XX KG				
	MANUFACTURER: Manufacturer's name				
	Address City				
	State ZIP Code				
	COUNTRY OF ORIGIN: XXXXXX **SCHEDULE B:** XXXXXX				
	ECCN: XXXXXX **CENSE DETERMINATION:** NLR				
	LABOR: (When applicable)			$ XXXX,XX	$ XXXX,XX

BOX QUANTITY	TYPE OF PACKAGE	BOX DIMENSIONS	TOTAL NET WEIGHT	TOTAL GROSS WEIGHT
X	CARDBOARD BOX	XXm / XXm / XXm	XXX KG	XXXX KG
X	CRATE	X m / X m / X m	XXX KG	XXXX KG

PACKING LIST NUMBER: XXXXXX

ORIGINAL REPAIR INVOICE

ITEM TOTALS	$ XXXX,XX
TOTAL AMOUNT	$ XXXX,XX

NAME: **TITLE:**

SIGNATURE: **DATE:**

As per Brazilian Customs all Invoices MUST be hand signed in blue ink

EXAMPLE

‘

6 INSTRUCTIONS FOR PACKING LIST

6.1 Packing List – Brazilian Customs and Embraer Requirements

The Packing List is a MANDATORY document for customs clearance in Brazil. As required by Brazilian Legislation, the Packing List shall contain the following information and must be in accordance with the Purchase Order and Invoice details:

- Packing list number
- Exporter’s full name
- Importer’s full name
- Case number and type of package
- Packages Dimensions
- Items quantity and unit of measurements
- Purchase Order number
- Part number and Description
- Packing list page number using the “1 of 3, 2 of 3, 3 of 3” format

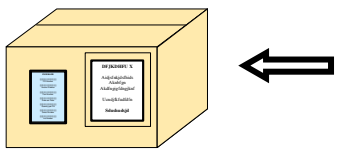
Additional information:

- All entries must be typed and no handwritten entries are acceptable
- The Packing List cannot be used as quality document such as CofC (Certificate of Conformance). They must be separate documents.
- It is not necessary to sign the packing list
- The Packing List must be issued on the Supplier’s official letterhead or standard form. It must be clear and readable.

The main purpose of the Packing List is to identify the item and quantity inside of each package.

6.2 Packing List – Distribution

.



Outer Case

- Original Invoice
- **Packing List**
- Original Dangerous Goods Declaration (when applicable)
- Export License copy (when applicable)

The Packing List must always be secure attached to the OUTSIDE of Outer case.

Materials received at the Freight Forwarder without a Packing List will not be shipped to Brazil until the receipt of these documents by Freight Forwarder.

6.3 Packing List – Example

Original letterhead and trademark

Exporter/Supplier
Full name, address and TAX ID

PAGE: 1 of 1

PACKING LIST

PACKING LIST NUMBER:
PACKING LIST ISSUANCE DATE:

EXAMPLE

BILL TO:	SHIP TO:
Name:	Name:
Address:	Address:
City - State:	City - State:
Country:	Country:
CNPJ No:	CNPJ No:

PACKAGE			PART NUMBER AND DESCRIPTION	QUANTITY	UM	PO
NUMBER	DIMENSIONS	TYPE				
1 of 2	XX / XX / XX	CARTON	PN AND DESCRIPTION	XX	EA	XXXXXXXXXX
			PN AND DESCRIPTION	XX	EA	XXXXXXXXXX
2 of 2	XX / XX / XX	CRATE	PN AND DESCRIPTION	XX	EA	XXXXXXXXXX
			PN AND DESCRIPTION	XX	EA	XXXXXXXXXX
			PN AND DESCRIPTION	XX	EA	XXXXXXXXXX

7 QUALITY ASSURANCE DOCUMENTS

7.1 Original Certificate of Conformance (CofC) and Test Report

The Certificate of Conformance (CofC) and Test Report (TR), as requested in the Purchase Order, shall be sent along with the materials INSIDE the box.

The Certificate of Conformity shall contain traceability information and suppliers shall include a declaration in the CofC that the materials are in compliance with the requirements of the Purchase Order. The information contained in the Certificate of Conformity evidence the traceability of the produced / supplied product and shall include the following information:

• Part Number/Embraer Code and
• Serial Number / Batch Identification (whatever applicable – see note 1) and
• PO Number / Invoice Number (NF) and
• Quantity and
• Associated Concession Reports, if any for limited / shelf-life materials, the manufacturing date shall be stated in the CofC except for the manufacturing date is already declared on the package / material. If applicable to the material, the associate Standard / Specification shall also be mentioned in the CofC.

The CofC shall contain the Supplier Quality Representative's or Representative delegated by Supplier's Quality Department Signature.
Note: Documents without signature can be accepted providing it is clearly stated the signature is system generated and the documents are valid without signature.

The CofC issued by distributors shall identify the original Manufacturer's address or the Manufacturer's Invoice number for the materials referred in the CofC or inform that the original CofC is kept on file at the distributor's premises and is available for evaluation.

As an alternative, the distributor can send a copy of the original CofC. The TR shall declare that the materials being supplied are in compliance with the requirements of the Purchase Order and shall also

include the Test Results, which are based on inspection carried out by the manufacturer in accordance with applicable procedures, approved product specifications and consolidated manufacturing processes.

Note 1: When the Certificate of Conformity does not bring or inform as Not Applicable the field "Serial Number/Batch Identification", the Certificate of Conformity will be accepted as long as it brings another traceability reference from the supplier, limited to "Manufacturing Date", "Manufacturing Order", "Work Order", "Date Code", "Manufacturing Date Code", "PO number + PO line + Release". Other references such as "Unique Number" and "Line Number" can only be accepted if they are declared in a specific traceability field (next to the Serial Number/Batch Identification) or via a traceability note in the certificate of conformity (example: Line Number: xxxx Note: Traceability control number.).

7.2 Original Log Card when applicable

When requested in the Original Purchase Order, the Supplier must send along with the Materials INSIDE the box, an original Log Card filled out for each serial number.

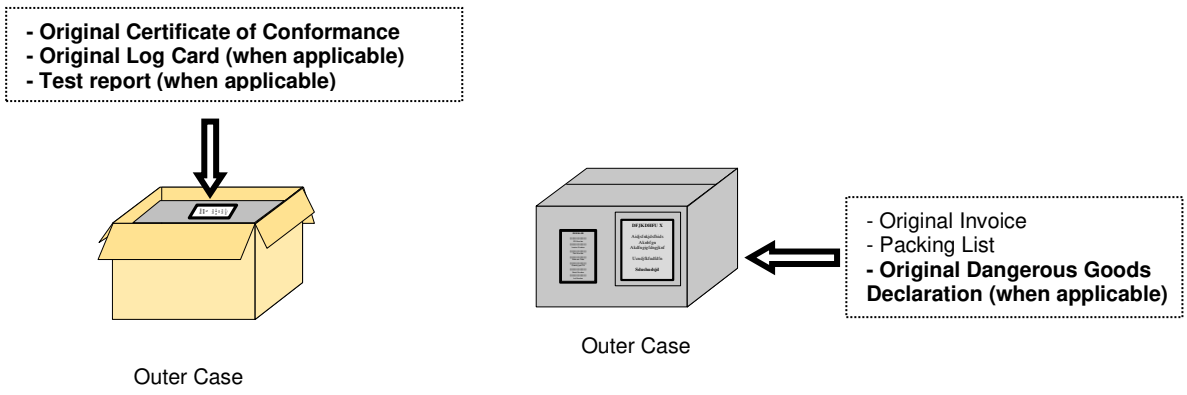
The applicable documentation must be:

- Tag of Return to Service - FAA 8130-3, EASA Form One or equivalent.
- Report of the Repair performed (with Test Report - been requisitioned in the CMM or Strip Report/Loom Down Report or Shop Finding Report or Condition Report). For items that possess token of record (Log Card) or Logbook; and
- Log Card or Logbook properly filled.

Embraer will accept new Materials with a Certificate of Conformity instead of the TAG OF RETURN TO SERVICE and of the REPORT OF THE REPAIR if the manufacturer of such Materials has repaired the Material and has produced the Certificate of Conformity.

The Certificate of Conformity must accompany Materials of exclusive application in military aircraft.

		CERTIFICATE OF CONFORMITY	TAG OF RETURN TO SERVICE	SHOP FINDING / TEARDOWN REPORT	LOG CARD
SUPPLIER	NEW	MANDATORY	ONLY TO TSO PARTS		IF APPLICABLE
	USED		MANDATORY	MANDATORY	IF APPLICABLE
REPAIR STATION	NEW		MANDATORY	MANDATORY	IF APPLICABLE
	USED		MANDATORY	MANDATORY	IF APPLICABLE



‘

7.3 Original Log Card when applicable

All material received from a distributor must mandatorily be accompanied by:

Distributor’s Certificate of Conformity; and a copy of the Manufacturer’s Certificate of Conformity.

The manufacturer’s certificate must be checked against the PN, SN or supplier lot and quantity.

Upon receipt, verify that there is clear and consistent traceability between the distributor’s certificate, the manufacturer’s certificate, and the physical part.

The following traceability fields are accepted, among others, provided they allow correlation between documents and product:

- PN (Part Number)
- SN (Serial Number)
- Manufacturing Date
- Manufacturing Order / Work Order
- Date Code / Manufacturing Date Code
- HEAT, LOT, Batch, Melt
- JOB, OP

Or any other field that proves traceability between them.

When the quantity of parts per ecode stated in the manufacturer’s Certificate is lower than the quantity stated in the distributor’s certificate, it is understood that part of the lot is not covered by the manufacturer’s certificate. In this case, the existence of two or more manufacturer certificates is mandatory to ensure full coverage of the lot supplied by the distributor. In the absence of the manufacturer’s certificate, the following actions must be taken:

Issue a CD Note, identify the material according to Procedure 300, and send the material to quarantine.

8 SHIPPER´S DECLARATION – DANGEROUS GOODS

The Original Shipper´s Declaration and a copy of SDS (Safety Data Sheet) for Dangerous Goods are mandatory documents to transport the material. It is supplier´s responsibility issuing these documents for **domestic and international** transportation. Depending on the mode of transportation must be in accordance with:

ROAD: *International Carriage of Dangerous Goods by Road* at http://www.unece.org.

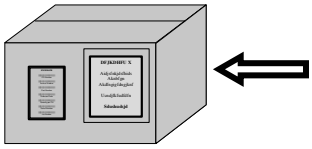
AIR: *International Air Transport Association* homepage at http://www.iata.org.

SEA: *International Maritime Dangerous Goods* at http://www.imo.org.

Note: Brazil has published the new dangerous goods state variation BRG-05, becoming effective on 1st January 2023. This new state variation requires all dangerous goods shipments using UN specification packaging to be accompanied by a copy of the related approval certificate, issued by the civil aviation authority or any other appropriate national authority.

BRG-05 - For flights involving Brazil as the State of Origin or Destination, the following documents must accompany the consignment:

- in case of packagings manufactured in Brazil with a UN specification mark, ANAC’s packaging certificate of approval and the conformity declaration issued by the packaging manufacturer; or
- in case of packagings manufactured abroad with a UN specification mark, packaging certificate of approval or any equivalent document issued by other civil aviation authorities or any other appropriate national authorities



Inner Case

- Original Invoice
- Packing List
- **Shipper´s Declaration for Dangerous Goods (when applicable)**
- **SDS (Safety Data Sheet)**
- **Packaging Certificate**

9 PACKAGING

The **EMBRAER PACKAGE MANUAL** requirements must be followed and are available at http://www.embraer.com/hotsites/shipping_policy/english/content/home/default.asp

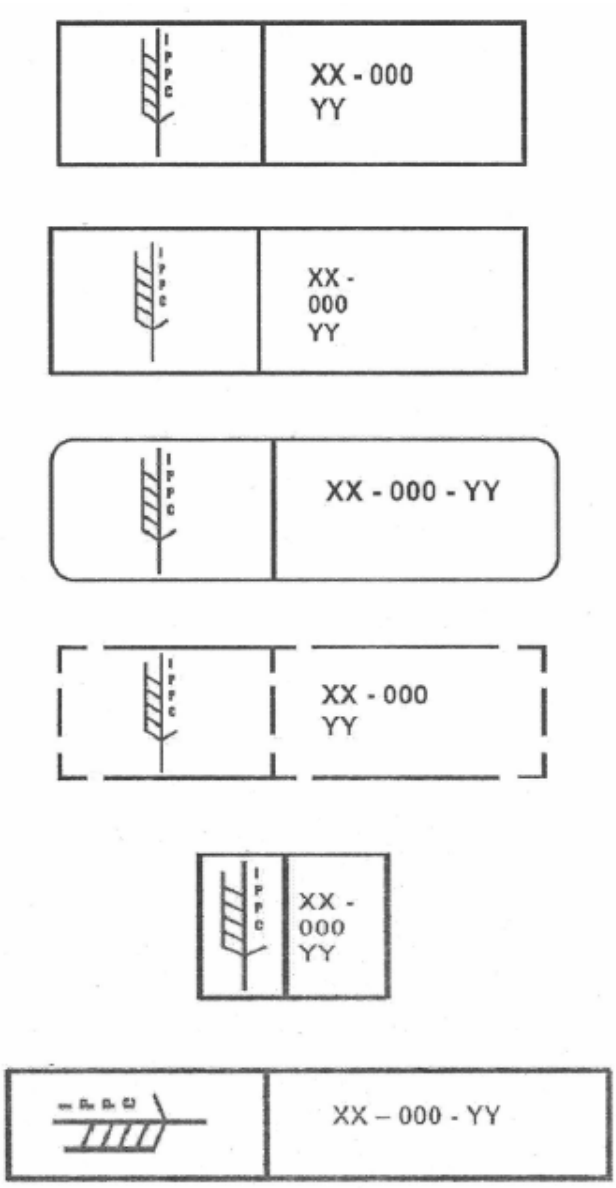


All Materials must be prepared and packed to prevent damage and deterioration during the full logistics cycle. Packaging design must be suitable and consistent with the requirements and limitations of the transportation mode specified by Embraer and shall follow the specifications of International Air Transport Association ("IATA") for air transport and of International Maritime Organization ("IMO") for maritime transport. The Supplier will be totally responsible for the design and manufacture of the packaging for the Materials.

When unitizing the load, the Supplier shall NOT employ raw wooden crates of pallets or raw wood dunnage. Consider alternatives such as plastic, plywood or metal pallets - which does not need special treatment. Exceptionally in cases where the chosen pallets do not support the cargo weight, Supplier may use pallets or dunnage made of treated wood in compliance with Embraer Wood Packing Material Guideline, AND Brazillian Ministry of Agriculture Instructions(Instrução Normativa MAPA Nº32/ 23 de setembro de 2015) which is based on the ISPM 15. However the application of the marks on the wood packaging unit must comply with Brazillian Ministry of Agriculture Instructions (Instrução Normativa MAPA Nº32/ 23 de setembro de 2015).

For more information visit:

- ISPM 15 at https://www.ippc.int
- Embraer Wood Packing Material Guideline at http://www.embraer.com/hotsites/shipping_policy/english/content/home/default.asp
- Brazillian Ministry of Agriculture Instructions (Instrução Normativa MAPA Nº32/ 23 de setembro de 2015) at http://www.agricultura.gov.br/arq_editor/file/legislacao/2016/IN-32.pdf



Example of approved stamps

If the Brazilian Ministry of Agriculture does not approve the wooden packaging, the cost of repackaging will be charged to the Supplier. If the packaging is not accepted by Brazilian customs and it is returned to Supplier, the Supplier shall pay the logistic costs of such return.

For Export Controlled Products, the Supplier must identify all boxes with the phrase: EXPORT CONTROLLED MATERIAL. If the cargo is consolidated, export controlled Materials shall not be unitized with non-controlled materials.

When designing the package, the supplier should also take into consideration the logistics costs and environmental impacts. This means that the package should be as small as possible, use recycled materials where possible, and should create minimum residue. In addition, the Supplier must guarantee the integrity of the material during transportation from their plant to Embraer Brazil.

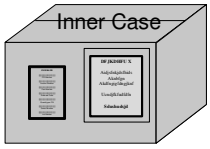
10 MARKS ON CARTON

Packages must always be identified in **ACCORDANCE** with the material inside. The Supplier must provide the following information on printed label (use bar codes – Linear Code128 alphanumeric):

Important Information: In case of not having inner boxes the inner label shall be considered as the only label to be used and must be placed outside the box replacing the outer label.

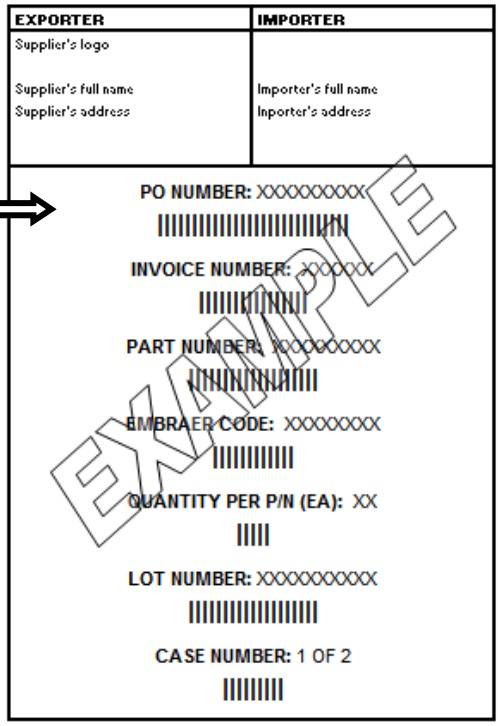
10.1 Inner Label

- Embraer's full address (final destination informed on the OV / PO)
- Exporter's full address
- Embraer's OV number or repair PO number
- Invoice number
- Part number (PN)
- Embraer code
- PN quantity
- Lot number
- Case number using the "1 of 3, 2 of 3, 3 of 3" format



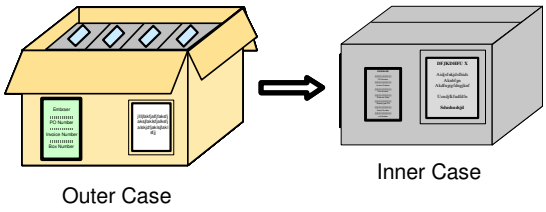
Label

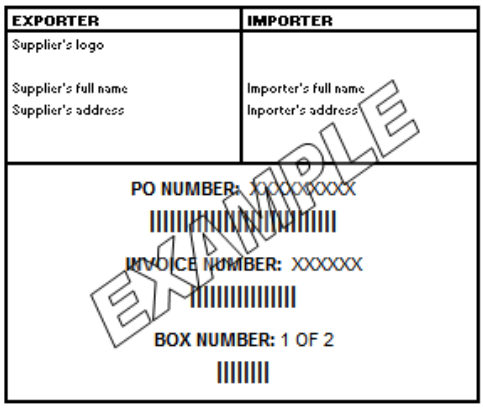
Label example – Linear Code 128 Alphanumeric Standard bar code



10.2 Outer Label

- Embraer's full address (final destination informed on the OV)
- Exporter's full address
- Embraer's OV number or repair PO number
- Invoice number
- Box number using the "1 of 3, 2 of 3, 3 of 3" format





10.3 Export Controlled Material Label

For Export Controlled Products, the supplier must identify all boxes two labels at least on preferably on two opposite sides with the phrase: EXPORT CONTROLLED MATERIAL. If the cargo is consolidated, export controlled products shall not be unitized with non-controlled materials.



11 SHIPMENT

Shipments shall be made strictly in accordance with the Repair PO or return OV. All of the documents and labels must exactly match the material shipped. Embraer will not authorize the Freight Forwarder to ship materials with discrepancies on the documents.

Embraer cannot under any circumstances accept shipments of non-confirming materials by courier. Materials shipped under this method will be refused upon arrival in Brazil or ceased by Brazilian Customs with the risk of loss.

The Supplier **must not** unitize materials from different Purchase Orders or return OV on the same package.

The INCOTERMS specified on the Purchase Order are strictly mandatory and must be followed by the Supplier.
The complete list of INCOTERMS may be found at the International Chamber of Commerce website (http:www.iccwbo.org).

When the Incoterms on the PO define Embraer to be responsible for the domestic transportation charges, the Supplier must contact Embraer's Freight Forwarder and request the pick up of the material. For example, Ex-Works Supplier's Plant or FCA Supplier's Plant, the Information below is required:

- Return OV number or Repair PO
- OV/PO line

‘

- Invoice Number
- Commodity
- Package Quantity
- Package Dimensions (per package)
- Package Gross Weights (per package)
- Pick up address
- Gate Number (if applicable)
- Contact person (Email, Phone Number, Mobile Number)
- Pick up times
- Any special instructions (MSDS, DG, Temperature Controlled, etc...)

EMBRAER strongly recommends that all communication between suppliers and Embraer´s Logistics Service Providers are written in English when the parties are at different countries.

11.1 Export documents at origin (when applicable)

According to the agreed Incoterms, the Supplier is responsible to obtain, monitor, control and/or provide all information necessary for the export clearance of material at the origin, including, but not limited to:

- Mandatory documents for export clearance at the origin. For example, ITN number for shipments from the USA or the EX1 form from Europe. If the EEI on AES is performed by the supplier this information must be informed to the Freight Forwarder, preferably on the invoice. Must be considered one export document per PO / Invoice.
- Export license: License must have the same address as identified in Embraer’s Purchase Order. The Supplier is solely responsible for the control of balance, validation and lodge process of the export license. The Suppliers must send a copy of the license with all required documents (outside the package).
- For Repair shipments under ITAR’s Exemption the entry form must be sent with the material.
- Schedule B and ECCN/UMSL (for items shipped from USA): The Supplier is responsible to provide correct classification in all applicable documents. Note that such information is mandatory for USA clearance process.
- Certificate of Origin and Dangerous Goods Declaration: The Supplier is responsible for the issuance and shipping of original documents to freight forwarder when necessary.

12 ADMINISTRATIVE SANCTIONS

The non-compliance of the above mentioned requirements may result in administrative sanctions and/or penalties/fines to Embraer applied by Brazilian customs authorities. In case of any monetary penalties/fines Embraer will revert them to the Supplier.

12.1 Missing Original Invoice

- Fine of 5% of the import value (CIF value) in case of non delivery of the Original Invoice.
- Fine of R$ 200,00 (two hundred Brazilian Reais) per invoice in accordance with Brazilian regulation.

12.2 Missing Packing List

- Fine of R$ 500,00 (five hundred Brazilian Reais) per shipment if the packing list does not accompany the shipment.

‘

13 ADDITIONAL INFORMATION

13.1 Payment Information

Supplier’s bank name, address and account number must be kept updated and the correct information must be sent to:

Embraer S.A.
Internal Mail – PC 195
Finance Department
Av. Brigadeiro Faria Lima, 2170
São José dos Campos – SP – Brazil
12227-901
Phone number: + 55 12 3417-1820
Email: accountspayable@embraer.com.br
Website for payment details: www.faturas.inf.br

13.2 Embraer Logistics Department

Telephone numbers: + 55 12 3927-2854
+ 55 12 3927-3839

E-mail: international.logistics@embraer.com.br

13.3 Embraer’s Freight Forwarder

13.3.1 USA and Canada

Air / Ocean Shipments from USA and Ocean Shipments from Canada

DSV – Miami
Beacon Lakes Corporate Park - Bldg #10
12430 NW 25th street Suite #100
Miami, FL 33182
Phone: + 1 305 4999800
Email: Embraer-Dispatch.MIA@us.dsv.com

Air Shipments from Canada

DSV – Canada
70 Driver Road Brampton, Ontario
L6T 5V2 unit 4
Email: CA.Embraer.YYZ@ca.dsv.com

13.3.2 Europe

Air Shipments from Europe

DSV – Frankfurt
Panalpina Welttransport (Deutschland) GmbH
Carl-Zeiss-Straße 5, 64331 Weiterstadt, Germany
Email: embraer-desk.WDT@de.dsv.com

‘

Air Shipments from Portugal and Spain except dry ice

JTM / PGL - Portugal
Parque Industrial Solvay Marinhas D.ª Ana - Quebradas de Cima
Av. Ernest Solvay Armazém 2, Fração B e C, 2625-090
Póvoa de Santa Iria,- Portugal
Email: embraer@jtmsa.com
Embraer.operacional@pglbr.com.br

Dry Ice Air Shipments from Spain

DSV - Spain
Warehouse: PROGECO - ZAD 3 NAVE 8 - Barrio El Kalero
48508 Zierbana – Vizcaya - Bilbao - Spain
Uribitarte, 8 - 4 izq, 48001
Phone: + 34 94 4233741
Email: beatriz.granado@es.dsv.com
luis.gutierrez1@es.dsv.com

Air Shipments from United Kingdom

DSV - UK
Great South West Road, TW14 8NU
Feltham Middlesex, United Kingdom
Phone: + 44 20 85879110
Email: UK.SHA.Embraer.LHR@uk.dsv.com

Air Shipments from France

Panalpina – France

DSV – France
Rue des 2 Cedres
95700 Roissy , France
Email: embraer-desk.par@fr.dsv.com

Exported Controlled Air Shipments from Belgium

DSV - Belgium
Office address:
Industriezone Puurs 533
Schoonmansveld 40 -2870, Puurs-Sint-Amands

Warehouse address:
Bedrijvenzone Machelen-Cargo 829A
1830 Machelen
Email: Dean.Vandaele@be.dsv.com

Ocean Shipments from Europe except Spain and Portugal

DSV - Hamburg
Am Genter Ufer 7
21129 - Hamburg – Dradenau - Germany
Phone: + 49 40 237711628

‘

Email: Embraer-Desk.HAM@de.dsv.com

Ocean Shipments from Spain and Portugal

JTM / PGL - Portugal
Parque Industrial Solvay Marinhas D.ª Ana - Quebradas de Cima
Av. Ernest Solvay Armazém 2, Fração B e C, 2625-090
Póvoa de Santa Iria,- Portugal
Email: embraer@jtmsa.com
Embraer.operacional@pglbr.com.br

Dry Ice Ocean Shipments from United Kingdom

DSV - UK
Great South West Road, TW14 8NU
Feltham Middlesex, United Kingdom
Phone: + 44 20 85879110
Fax: + 44 20 85879203
Email: UK.SHA.Embraer.LHR@uk.dsv.com

13.4 Embraer Brazilian Import Facilities

Embraer S.A.
Av. Brigadeiro Faria Lima, 2.170
São José dos Campos – SP – Brasil
Cep: 12227-901
CNPJ: 07.689.002/0001-89

Embraer S.A.
Rodovia Presidente Dutra, Km 134 – Eugenio de Melo
São José dos Campos – SP – Brasil
Cep: 12247-820
CNPJ: 07.689.002/0006-93

Embraer S.A.
Estrada Municipal Euclides Martins, 2.170
Gavião Peixoto – SP – Brasil
CEP: 14813-000
CNPJ: 07.689.002/0004-21

Embraer S.A.
Rodovia Floriano Rodrigues Pinheiro, 333
Taubaté – SP – Brasil
CEP: 12042-000
CNPJ: 07.689.002/0010-70

Embraer S.A.
Av. Itabaiana, 40 - Conj. 31 de Março
São José dos Campos – SP
CEP: 12237-540
CNPJ: 07.689.002/0030-13

13.5 Brazilian Airports and Port used by Embraer

Guarulhos International Airport – GRU
Guarulhos – São Paulo – Brasil

‘

Viracopos International Airport – VCP
Campinas – São Paulo - Brasil

Port of Santos – SSZ
Terminal Santos Brasil
Guarujá – São Paulo - Brasil