

**Supplier's  
Manual**

**AGRALE**



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## Business

Automotive vehicles and their components.

## Mission

To offer more than products and services, offering agile, creative and competitive solutions in the automotive area, especially in commercial, self-defense and agricultural vehicles, so as to get ahead of and stand out from the competition in specific market opportunities, with quality that is adequate to client needs, providing a return compatible with all those involved and respecting nature.

## Vision

To be a company reconized for itself and for its solutions.

## Principles

- CLIENT satisfaction;
- QUALITY in all actions;
- EMPLOYEES: valuing and commitment;
- PROFITABILITY: guarantee of continuity;
- Focus on PARTNERSHIPS;
- ETHICAL behavior;
- Respect for the ENVIRONMENT;
- SUPPLIER: indispensable link;
- SOCIAL responsibility.

## Rules of Conduct

Objectivity and integrity guide the relationship between the employees and their suppliers and partners. Any discovery of active or passive corruption, or suspicious request or proposal from third parties, will be immediately informed to the hierarchical superior. Employees will avoid any situation where there may be, even if momentarily, coerced by third parties, as well as any ambiguous situation or similar reference that gives rise to errors.

## Quality Policy

To seek the satisfaction of internal and external clients, through the excellence of our products and services.

# 1 - Message to the Supplier

Dear Agrale suppliers,

As well as partners, Agrale suppliers are an integral part of our new product development process, our productive process, our success and our growth over the years.

With you, we get stronger every year, expanding our horizons in a highly-competitive global market, receiving recognition all over the world for the quality of the products that we built together.

Thanks for your support, over time we have been obtaining the agility and flexibility needed to be able to act in new and/or unexplored market niches, always aiming for each new opportunity to develop into a great new market.

Together, we have researched new technologies and materials and ventured them in new Agrale brand product launches, with the creativity and innovation inherent to our way of being and acting.

But even great partners need to regulate their commercial relationships so that their actions can generate measurable results.

We have revised and adapted our Agrale Supplier's Manual to meet the current characteristics of the market in which we act and the moment of strong growth that our brand is experiencing worldwide.

We hope to obtain from our supplier chain:

- High rates of adherence to the delivery plans;
- Competitive costs;
- Logistical efficiency;
- Guaranteed quality in all processes and items supplied;
- Total availability and agility for the development of new items and new materials, in record times.

All these requirements are essential for us to have a competitive supply chain which makes it possible to fulfill our vision of competing globally, always growing with the clients loyal to the Agrale brand.

We are counting on all of you and thank you in advance for your willingness to comply with what this document lays out.

Edson Ares Sixto Martins  
Supplier Director



## 2 - Manual Objective

The objective of this manual is to present the procedures and requirements used to assess, plan and perform the development of Agrale suppliers, also as part of the quality management system, seeking to make the relationship between Agrale and its suppliers of products and services even more transparent and effective.

For Agrale, suppliers are an integral part of its productive processes and are active participants in the processes for improving quality and competitiveness standards. Suppliers should be aware of this role and seek the constant improvement of their products, processes and services.

## 3 - Functions and Responsibilities

In order for the relationship between Agrale and its suppliers to function adequately, the links which make up this relationship must be clearly defined. On Agrale's side:

- DESU – Supplier Department.
- DEGQ – Quality Guarantee Department.
- DEAF – Financial Department.
- DPAT – Technical Assistance Department.
- DENP – Product Engineering Department

The supplier must define a representative responsible for concentrating commercial contacts with Agrale. A representative responsible for the quality management system must also be indicated for the contacts relative to quality matters.

## 4 - Quality Management

The assessment systematic described in this manual applies to all suppliers of products and services that interact directly in the performance of Agrale S.A. products.

## 4.1 - Basic Quality Certification Requirements

Suppliers are responsible for framing their Quality Systems, according to the requirements defined below.

Segment	Requirement
<ul style="list-style-type: none"> <li>• Gross parts (forging and casting parts);</li> <li>• Safety items. (*) safety components, subsets and sets ready for assemblage;</li> <li>• Components ready for assemblage.</li> </ul>	<p><b>Minimum:</b> Certification ISO 9001:2000</p> <p><b>Preferably:</b> Certification ISO/TS16949</p>
Segment	Requirement
<ul style="list-style-type: none"> <li>• Service providers: machining, thermal treatment, surfacetreatment;</li> <li>• Raw materials: steels plate, non-plate steels, others.</li> </ul>	Quality Guarantee System that complies with the norms of series ISO 9001: 2000

(\*) A safety item is any component that, when losing its functional characteristics, may put at risk the safety and physical integrity of the product user.

Current suppliers that do not possess the minimum requirements demanded yet must make arrangements to adapt them. Failure to adapt aligned with other factors may cause a disqualification process to be taken up against the supplier.

New suppliers must present documents to prove certification when they register. If they do not have certification or are undergoing certification, the supplier will be submitted to compulsory auditing by Agrale.

In the event that the certification has been cancelled, subjected to an experimental period or placed under special status with clients or registrars due to quality or supply matters, the supplier must notify Agrale immediately.

Agrale reserves the right to request from suppliers, at any time, proof of certification of their quality system.

## 4.2 - Development and Supply Special Characteristics for Safety Items

All special characteristics are identified as established by the Agrale internal norm PD 0021 (available), and the safety items are identified by drawings. In the case of non-conformities found in parts during the inspection on receipt at Agrale, assemblage lines or field problem, the supplier must demonstrate that all the necessary corrective actions have been taken. Rastreability must be constituted in such a way that it is possible to determine the fabrication date.

In the case of special safety item characteristics, evidence that the processes are stable and capable must be maintained and documented, through the systematic assessment of the inspection results, using a system of statistical process control (CEP) for this. Products and processes are approved based on the procedure for assessing samples and their complementary documents.

Procedure: the supplier must produce the sample based on the drawings and/or complementary standard(s) requested. The PPAP (Production Part Approval Process), with a level three of submission, must be sent along with the samples or initial batch. The supply of an item or service will only be liberated after it has been officially authorized according to Agrale internal procedures. In the case of a disagreement, the supplier must arrange new samples and documents. The parts will only be approved with a formal communication from Agrale. The delivery of the documents requested above is a prerequisite for the analysis of samples.

## 4.3 - Supply of Others Items (Not classified as safety items)

Procedure: the supplier must produce and supply the sample according to the drawing and/or complementary standards requested jointly with the initial samples report or PPAP with a level two of submission, specifying the dimensional, electrical and material characteristics and the complementary specifications, with the purpose of proving that the characteristics requested by Agrale are being met. The supply of an item of service will only be liberated after it has been officially authorized according to Agrale internal procedures. In the case of a disagreement, the supplier must arrange other samples and documents as quickly as possible. The parts will only be approved with a formal communication from Agrale. The delivery of the documents requested above is a prerequisite for the analysis of samples.

The delivery of samples must be considered:

- When the item is new or it is being requested for the first time;
- After an alteration or revision of drawings when requested by Agrale;
- Following interruption of supply, with the period being decided by Agrale.

The supplier must keep a documented file and inform Agrale whenever there are modifications in the products or processes performed.

In the case of rejection of lots by Agrale, or recurrences, the supplier has up to 48 hours after being informed of the rejection to inform what corrective action will be applied and immediate delivery of the new batches.

#### **4.4 - Production Part Approval Process (PPAP)**

The development and supply of the Safety Items follow the Production Part Approval Process (PPAP) with a level three of submission of the current edition. The PPAP defines generic requirements for the approval of the product through the production of a small quantity of parts representing the supplier's capacity to guarantee conformity in the requirements specified by Agrale in its projects and drawings employing the same resources planned for the serialized production of the item. The PPAP covers the elaboration of documents, the production of samples, the submission and approval of the product.

The size of the lot representing production for the PPAP will be defined by Agrale in agreement with the supplier. This lot will be produced employing exactly all the definitive means of production to be applied in the supply of the component to Agrale, including: raw materials, operators, tools, devices and machines.

The supplier must comply with all PPAP requirements. If for any reason this is not possible, the supplier must contact Agrale in order to the appropriate corrective action to be determined.

Liberation of supplying will depend on the item being officially authorized by Agrale. In the case of a disagreement, the supplier must arrange new samples and documents, demonstration corrective actions.

The samples will only be analyzed by Agrale once the specified documents have been delivered.

Any modification of the items that apply to the PPAP must be immediately informed to Agrale, so that the necessity for a new submission can be verified.

#### **4.5 - Governmental Regulations**

All parts provided to Agrale must be produced with materials that meet the governmental demands with respect to safety, toxic and dangerous materials, the environment, electrical and electromagnetic equipment, observing current Brazilian regulations and legislation.

Chemicals must be accompanied by their respective safety files, adequately and safety packaged and transported by qualified personnel.

## 4.6 - System for Assessment of New Suppliers or New Supplies

All new suppliers will be submitted to prior assessment, aiming to obtain authorization to supply. This assessment will be made up of the following criteria:

- Self-assessment questionnaire;
- Commercial supply viability;
- Supplier's financial situation;
- Assessment of the supplier's quality management system;
- Assessment of samples;
- Acceptance of the post-sale guarantee conditions in a specific contract according to item 4.13.1.

The assessment of the supplier's quality management system will follow the parameters shown in Table 1, being based, at the minimum, on the precepts of norm ISO 9001:2000. For safety item suppliers, the auditing will follow the precepts of standard ISO/TS 16949:2002.

## 4.7- Supplier Monitoring System

Agrale suppliers are assessed every month on their performance in delivery dates attendance, service, commercial relationship and quality in the products received. This performance monitoring is carried out through the **Agrale Supplier Performance Indicator - PFA**, and available to the supply chain through the site dedicated to the Agrale's suppliers: <http://www.agralecompras.com.br>

Action plans are created automatically every three month by the site already mentioned, so the supplier must have corrective actions for the index which had a low performance as the minimum specified in this manual. The delivery time for sending the Action Plans is 10 days.

Note that this monitoring process through PFA has the purpose to define which suppliers show the best technical/commercial potential for maintaining the levels of quality and supply for the development of new projects.

## 4.7.1 - Supplier Performance Assessment Parameters (PFA)

The supplier is classified by the PFA, where:

$$\text{PFA} = \text{IRC} + \text{IQR} + \text{IAF}$$

IRC = Commercial Relationship Index	(30 points)
IQR = Supplying Quality Index	(35 points)
IAF = Delivery on Time Index	(35 points)

The classification follows the point system below:

$95 \leq \text{PFA} < 100$ :	Excellent
$90 \leq \text{PFA} < 95$ :	Very Good
$84,65 \leq \text{PFA} < 90$ :	Good
$\text{PFA} < 84,65$ :	Unsatisfactory

If the supplier reaches an acceptable level in the PFA but does not reach the minimum for each index, it will be considered unsatisfactory, as defined below:

IRC = 21
IQR = 34,965
IAF = 30

A supplier that obtains an "unsatisfactory" classification will be assessed by the Supplier Performance Assessment Committee according to item 4.8 of this manual.

## 4.7.2 - Formulation of Indicators

### IRC - Commercial Relationship Index (30 points)

The IRC is an index made up of three indicators and points:

#### • Negotiation: (10 points)

- Being flexible in negotiations (information, openness about composition of costs, etc.);
- Maintaining a constant program for reducing costs / increasing productivity;
- Meet the agreed prices.

#### • Cooperation and Flexibility: (10 points)

- Cooperating, suggesting and participating in the development of new products, working simultaneously to achieve the common good for supplier and client;
- Providing accurate information during the whole process (shipment date, quantities, etc);
- Availability and understanding of the planning and development of new products, as well as all activities synchronized with Agrale needs;
- Ability to adapt to the planning and to the replanning of the purchase order needs.

**• Quality Management: (10 points)**

- Following the quality system, according to item 4.1 of this Manual (5 points), obeying the following criteria: non-certified supplier = 0; certified supplier ISO9001:2000 = 3; certified supplier ISO/TS16949:2002 = 5;
- Return and accuracy of the information in the Self-Assessment report, which contains information on: general and social aspects, physical and technical aspect. Responsibility, commitment and return of the plans of action, related to non-conformity of parts / sets, registered on receipt, assemblage and field (5 points).

**IQR – Receipt Quality Index (35 points)**

It is the index obtained based on the result of the table below:

$$IQR = \frac{\text{Total approved line parts}}{\text{Total supplied line parts}} \times 35$$

Example:

For 0.1% of defectives:

0.1% = 0.1 defectives in 100 parts

= 1 defective in 1000 parts

= 1000 PPM

$$IQR = \frac{999}{1000} \times 35 = 34,965$$

**IAF - Supplier Service Index (35 points)**

The IAF points are obtained based on whether the delivery date is met, this date being the one shown on the purchase order sent by Agrale to the supplier, which establishes when the goods must be available for collection.

Formula:

$$IAF = \frac{\text{Total parts within deadline}}{\text{Total programmed parts}} \times 35$$

Being: Total parts within deadline = Total parts delivered + (Total parts outside deadline - % of demerit) according to table:

Less tolerance		More tolerance	
Number of days	% to penalize	Number of days	% to penalize
0	0	0	0
1	0	1	10
2	5	2	20
3	15	3	30
4	30	4	50
5	100	5	100

Example:

Total parts Purchase Order = 100 (programmed)

Delivery Date = 01/01/2008

Total parts within deadline = 0

Total parts with 1 day late = 85

Total parts with 5 days late = 15

Calculation =  $0 + (85 \times 0.9) + (15 \times 0) = 76.5$

Therefore:

$$\text{IAF} = \frac{\text{Total parts within deadline}}{\text{Total parts programmed}} \times 35$$

$$\text{IAF} = \frac{76,5}{100} \times 35 = 26,77$$

## 4.8 - Supplier Performance Assessment Committee

The Sourcing Area, when necessary, will call a meeting with the Supplier Performance Assessment Committee, made up of members from the sourcing, engineering, quality's and production's departments, for analyzing the results obtained in the period and for determining actions to be taken based on the results obtained. The measures to be taken have the following criteria as a reference:

- Critical supplier analysis, through assessment and verification of whether it has the attributes to continue supplying;
- Methods to deal with disagreements: in a time period defined by both parties, by creating plans of action and an improvement schedule;
- Auditing to check if the plans of action have been performed and the schedules have been followed as agreed. Agrale may carry out a new critical analysis and, if necessary, request new action plans to be developed in order to establish a new schedule or cancel it.

## 4.9 - Supplier Auditing

It is a systematic and independent examination, carried out by an Agrale supplier auditor, in order to assess the supplier's quality system, processes, implementation of corrective actions and improvements and the effectiveness of these, so as to provide products and services that meet Agrale's technical quality needs.

Supplier auditing is a procedure adopted by Agrale in the following situations:

- Approval of new suppliers;
- Assessment of active suppliers;
- Following the implementation and verification of the effectiveness of corrective actions.

## 4.10 - Communications of Non-Conformities

Communications of non-conformities are used in order to the suppliers to implement a containment plan and corrective actions immediately, so as to avoid sending parts with the same problem again.

The communications of non-conformity will be sent by the purchaser responsible, and they may or may not be accompanied by the physical parts.

After the communication of non-conformity, it is the supplier's responsibility to immediately replace the parts according to the specifications, as well as to perform the containment plan and the corrective actions and maintenance of records.

If it is a safety item, the Supplier Non-Conformity Report is sent to the supplier (RNCF). This must be filled in completely by the supplier and sent to Agrale within the specified term. The Agrale supplier auditor, based on the reoccurrences of non-conformities or to show the implemented corrective actions, assesses whether it is necessary to audit the supplier.

If the need for auditing is confirmed, a date will be scheduled to perform it. This auditing aims to show the performance and the effectiveness of the actions proposed by the supplier on the RNCF.

## 4.11 - Approval of Engineering Deviations

If there are any deviations with respect to what is specified in the technical documentation, it will be necessary to obtain an approval of engineering deviation issued by Agrale before the affected parts are delivered, so that there will be no additional costs for Agrale in case the deviation was for a superior specification. If it is inferior, the cost reduction for this must be negotiated.

## 4.12 - Guaranteed Parts

After a prior analysis, Agrale gives its suppliers a list of parts that came back from its Dealer Network with a guarantee request. These must be analyzed by the supplier, which must formally inform the acceptance or not of the reasons given for the guarantee of the parts. In the case of parts for which the guarantee is not considered logical, the supplier must issue a report, formally, in a format that is familiar or usual to the supplier, with the motives or justifications for its conclusions. In cases where the guarantee is considered logical, a plan of action must be presented to Agrale immediately, in order to eliminate the problem. Once the effectiveness of the plan of action has been verified, Agrale must be informed of the lot number or the date of implementation of the corrective actions, for verification and proof of effectiveness.

### 4.12.1 - Agrale Warranty Policy

#### a. Warranty term:

Twelve-month guarantee, counting from the date the product is delivered to the final client.

#### b. Indemnification for guaranteed parts:

The supplier will reimburse Agrale the updated value of the damaged parts (price of purchase from supplier, including ICMS and IPI – Brazilian duties), multiplied by the factor 1.35.

#### c. Indemnification for labor:

To the value reimbursed in letter "b", the value of labor will be added, according to the table in use, corresponding to the service performed for replacing the part, according to the standard Agrale times table used in the Dealer Network.

#### d. Analysis of defective parts:

The supplier must analyze the parts at Agrale facilities, following a schedule of visits predetermined by agreement, no more than every two months or as agreed with Agrale.

If requested, the parts can be sent to the supplier for analysis, with the supplier responsibility for the costs.

For the analysis of external market guarantees, due to the need for the physical part to remain at the country of destination, the supplier commits itself to analyze the processes based on the guarantee request presented by Agrale.

**1<sup>st</sup>Note:** The deadline for returning the detailed technical report of the parts that Agrale requested to the supplier to analyze will be 45 days, counting from the date they were made available for analysis at Agrale headquarters, or from the issue date of the receipt for the parts delivery, when requested by the supplier.

#### e. Payment Terms:

Agrale will issue an invoice to the supplier, which is how the payment will be carried out.

**2<sup>nd</sup>Note:** If the supplier does not manifest himself in the period established above, Agrale will consider the guarantees to be logical and will make the collection.

#### f. Campaigns (Field actions):

The supplier commits himself from the start to bear all and any cost necessary for Agrale to carry out its campaigns with its clients, for the correction of potential defects or flaws in the products supplied by the supplier.

The campaigns will always be agreed on by Agrale and the supplier.

## 5 - Supply Check List

For supplying to Agrale, the supplier must observe the criteria listed below:

### 5.1 - Quotation

When sending its quotation, the supplier must cite the following commercial conditions: lead time, price, economic level, validity, taxes (which, if included or not), payment conditions, financial expense, freight, investments (if any), production capacity, delivery term, packaging and cost composition. When there is a need for tooling, this is negotiated between Agrale and the supplier. The supplier must inform terms for the tooling, samples and the first production lot. Tools paid by Agrale are its property and cannot be used to supply others. Tooling that is amortized in parts supplies to Agrale will also be Agrale property.

### 5.2 - Quality

According to quality management criteria described in this manual.

### 5.3 - Delivery

Based on the acceptance date of the programming sent, the supplier must, deliver in the programmed quantity and dates, taking responsibility for losses resulting from a halt in the assembly line, caused by the delay of the regular deliveries, except for the delays resulting from situations that are outside the supplier's control, such as in fortuitous cases or extenuating circumstances.

In the case of lot rejections by Agrale, or reoccurrences, the supplier has up to 48 hours, after being informed of the rejection, to inform what corrective action is to be applied, as well as the delivery term for the new lots.

## **5.4 - Transport**

When the freight is paid by Agrale, the transportation company used must be authorized by Agrale.

## **5.5 - Replacement Market**

Regarding the parts with Agrale design, the supplier cannot supply directly to the replacement market and / or for any other purpose.

## **5.6 - Confidential Information**

The supplier commits himself not to divulge to third parties, under any circumstances, the confidential information relative to the quoted products and their applications, business information, marketing plans or designs. The supplier must take the necessary measures to avoid the risk of confidential information being revealed or misused, with all of his employees, consultants and / or people in charge, with respect to its secret character.

## **5.7- Design**

When necessary, the supplier must send the designs, preferably using an electronic system such as 3D extension, STEP, 2D extension, DXF or DWG.

## **5.8 - Legislation**

The material supplied must meet the governmental requirements and the country's current legislation.

## **5.9 - Price Adjustment**

Every price increase requirement for readjustment must be requested in advance, and the new prices will only be practiced after they have been negotiated and approved by Agrale. Agrale reserves the right to debit the differences, whenever the invoice is greater than the current price.

## **5.10 - Continuous Improvement**

The supplier must maintain a constant cost reduction / productivity gain program and carry out assessment of the designs sent for budgeting. If there are proposals for improvements and cost reductions, these must be formally presented to the Agrale purchases department for assessment.

**3<sup>rd</sup>Note:** An exception to this requirement must be coordinated with Agrale and can only be approved in the following situation:

- In the case of acquisitions of small series or parts for the replacement market and catalogue parts or normalized items, as long as they are not safety items.

## 6 - Delivery Plan

For imported items directly by Agrale S.A. the normal Agrale Delivery Plan will NOT be sent. The document sent will be a PO (Purchase Order), where the date of shipment of the items and other information needed by the exporter will be given.

The purchase order represents Agrale's real needs to fulfill its production and/or assembly line.

Therefore, the punctuality and quality of the items received is imperative, so as to avoid the production to get stucked and delays in delivery.

### 6.1 - The Purchase Order Contains

- Agrale's complete address;
- Purchase order number;
- Supplier information;
- Supplier's part number;
- Agrale's part number;
- Quantity of each item;
- Description of the parts;
- Delivery date;
- Negotiated INCOTERM;
- Payment terms;
- Delivery terms.

The purchase order will be sent by e-mail or fax according to the supplier. The supplier must confirm the purchase order sent by Agrale at most in 3 working days.

### 6.2 - Delivery Date

The delivery date is the date when the part/component must be ready for picking up by the freight forwarder or it is the date when the part/component must be sent to the Port or Airport near to the Supplier facility. These conditions are agreed between Agrale and the supplier previously to the shipment, as described in the INCOTERM'S Conditions.

## 6.3 - Last Revision of Drawings

The programmed items must be sent according to the revision (drawing date) given.

## 6.4 - Purchaser Responsibility

The person who is responsible for any contact from the supplier area to facilitate the understanding of information and procedures of the purchasing processes.

# 7 - Packaging

## 7.1 - Supplier Responsibility

The packaging must be adequate to ensure the physical integrity of the components supplied, as well as of the people who handled them.

### 7.1.1 - Supplier Packaging

If adjustments or alterations to the packaging are needed, the supplier will be informed of the adjustments to be made.

### 7.1.2 - Agrale Packaging

If the packaging is owned by Agrale, it will have the company's identification, and if adjustments or alterations to the packaging are needed, the supplier must request revision from Agrale, so as to liberate this.

## 7.2 - Specific Packaging

Specific packaging is all that which is developed exclusively for a certain type of item or component.

The packaging for the supplied items will be projected, developed and administrated between Agrale and the supplier. The concepts of returnable packaging must be observed, with the best use of space in the load modality, as well as optimization of storage and handling in an assembly line or replacement.

## 8 - Visual Identity

Whenever the supplier needs to use the Agrale brand, whether in packaging or signs, and for the confection of items such as stickers, it must consult the site:

<http://www.agrale.com.br/manual>





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