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Registration No. (Elise Finch) 38257 03/20/2023										
	Fees	State	State Finance Department	Civil Register	State Court of Appeals	Public Prosecution Office	ISS	Conduction	Other Expenses	Total
	BRL 541.55	BRL 0.00	BRL 0.00	BRL 32.30	BRL 174.74	BRL 0.00	BRL 27.08	BRL 0.00	BRL 0.00	BRL 775.67



GENERAL CONDITIONS OF PURCHASE OF DIRECT MATERIALS IVECO GROUP

These General Purchasing Conditions, together or not with the “Instrument of Acceptance”, under the terms hereof and whose template integrates this instrument as Annex I, govern the commercial relations between, on the one hand, (I) **ON-HIGHWAY BRASIL LTDA.**, a legal entity governed by private law, headquartered in the city of Sete Lagoas, at Rodovia MG-238, S/N, Km 73.5, Escritório Central, Bloco II, Distrito Industrial Norte, State of Minas Gerais, CEP: 35.703-138, registered with CNPJ/MF under No. 36.519.422/0001-15, covering all its possible branch establishments, represented hereby in the form of its current Articles of Association, hereinafter referred to separately as **ON-HIGHWAY**, and (II) **FPT INDUSTRIAL BRASIL LTDA**, a legal entity governed by private law, headquartered at Avenida General David Sarnoff, n° 340, Sala FPT, Cidade Industrial district, Municipality of Contagem, State of Minas Gerais, CEP 32.210-110, enrolled with the CNPJ under No. 40.903.608/0001-40, covering all its possible branch establishments, represented hereby in the form of its current Articles of Incorporation, hereinafter referred to separately as FPT and all of them jointly referred to as **CONTRACTING PARTY**, and, on the other side, its **SUPPLIERS**, separately also referred to as the “Party” and, collectively, hereinafter simply referred to as the “Parties”.

1. DEFINITIONS

1.1. For the purposes hereof, its Annexes and any amendments, the terms transcribed below, when used herein, capitalized or lowercase, plural or singular, shall have the following meanings:

1.1.1. **CONTRACTING PARTIES**: Means any **IVECO GROUP** company by its parent company or its eventual subsidiaries, as an acquirer of assets or services, as defined below;

1.1.2. **SUPPLIER**: Company contracted for the supply of materials and/or provision of services of any nature;

1.1.3. **PRODUCTS**: means, for example, not only parts, accessories, components, assemblies, sub-assemblies, raw material, but also engineering, cleaning, transportation, logistics, and other services not specified herein, object of Supply/Service Agreements;

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1.1.4. **SUPPLY/SERVICE AGREEMENT:** means any Purchase Order for goods, as defined above, and/or other legal document that configures commercial transactions, signed and/or issued by **CONTRACTING PARTIES** and a **SUPPLIER**, who make reference hereto;

1.1.5. **SPECIFIC LEGAL INSTRUMENT:** means the business instrument entered into/signed between the **CONTRACTING PARTIES** and the **SUPPLIER** specifically to regulate a certain supply/service;

1.1.6. **BREAKDOWNS:** means electronic and/or similar spreadsheets and/or documents written on paper, for detailing the formation of cost and price of goods;

1.1.7. **ASSISTANCE NETWORK:** means the physical structure available to serve the **CONTRACTING PARTIES'** customers, which includes the network of dealerships, assistance points and others;

1.1.8. **REPLACEMENT:** means the supply of goods intended to supply the Assistance Network;

1.1.9. **CONTRACT MANAGER:** Representative of the **CONTRACTING PARTIES** designated to monitor and supervise the execution of the Supply/Service Agreement;

1.1.10. **PROJECT:** Everything related to drawings, layouts, specifications, instructions, list of materials and/or equipment for the execution of services or works, as well as any and all communication, standards and technical discussions about the project, whether they are for rendering of services, whether for the manufacture and supply of goods;

1.1.11. **SPECIFICATIONS:** Basic specifications providing for the execution of the project, containing technical information, indications of projects, norms and complementary requirements for the faithful fulfillment of the Supply/Service Agreements;

1.1.12. **BACK-ORDER:** Orders for parts made by dealers and not fulfilled due to lack of stock;

1.1.13. **PRODUCTION MIX:** means the proportion of production of each vehicle, machine and/or engine that will be manufactured in a given period;

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1.1.14. **QUOTATION:** It is the phase in which the Purchasing area of the **CONTRACTING PARTIES** provides and sends to the **SUPPLIER** all specifications and other information considered important for the correct understanding of what will be quoted or budgeted by the **SUPPLIER**;

1.1.15. **SCHEDULE:** Chronological program for the provision and/or execution of the contracted services, with a breakdown of the terms of the different phases of the work to be performed, so that the entire progress of the supply or service is conditioned to that pre-established by the execution schedule agreed by the Parties;

1.1.16. **HANDOVER:** transmission of important knowledge for the execution of tasks and services, in a possible change of **SUPPLIER**;

1.1.17. **DIRECT MATERIAL:** acquisition of components/modules/systems that will be part of the final product and any tools intended for its manufacture;

2. PURPOSE

2.1. The purpose hereof is to regulate, subject to the specific legal and contractual provisions applicable, together with the Instrument of Acceptance, the rights and obligations of **SUPPLIERS** who contract with **CONTRACTING PARTIES**, through their headquarters or one of their branches, supplies of goods and/or or execution of works and/or provision of services.

2.2. Prior knowledge of this document will be given to those who contract with the **CONTRACTING PARTIES** and, in any Supply/Service Agreement.

3. PURCHASE ORDER

3.1. These conditions apply to all Supply/Service Agreements, including Purchase Orders issued by **CONTRACTING PARTIES**, delivered to the **SUPPLIER** in writing or via electronic data transmission, and whose terms are considered mandatory.

3.2. **CONTRACTING PARTIES** reserve the right to reschedule or cancel the Purchase Order, respecting the terms and conditions established herein and its Annexes.

3.3. Changes to Purchase Orders will only be accepted and will take effect after prior and express agreement/manifestation of the **CONTRACTING PARTIES**.

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3.4. The Purchase Order may optionally be complied with in writing and mandatorily when so required in the body of the Purchase Order, or at the time of the beginning of the execution of the supply or provision of services, under the terms of item 4.6.

4. PROPOSAL AND ACCEPTANCE TO GENERAL PURCHASING CONDITIONS

4.1. The **CONTRACTING PARTIES** will only recognize and accept proposals from the **SUPPLIER** who, when submitting their proposal, deliver the relevant Instrument of Acceptance.

4.1.1. In the event that a **SUPPLIER** proposal is recognized that has not delivered the Instrument of Acceptance, these General Purchasing Conditions will be tacitly and automatically applicable to the **SUPPLIER**, pursuant to item 4.6 below, since the content and existence of this instrument are always brought to the **SUPPLIER's** prior notice when sending the Quotation.

4.2. Proposals may have a limited validity period, in which case the **SUPPLIER** must expressly state the date on which they expire and the **CONTRACTING PARTIES** must accept it in a timely manner, if it is in their interest.

4.3. The **CONTRACTING PARTIES** will consider that the commercial negotiation has been carried out, including any changes, only when the Supply/Service Agreement is signed, issued and/or amended by the **CONTRACTING PARTIES**, as well as receipt thereof by the **SUPPLIER**. The same understanding also extends to any business additions subsequent to acceptance of the proposal and issuance of the Supply/Service Agreement, including with regard to obtaining consent for price increases.

4.4. In the event of discrepancy between the data contained in the **SUPPLIER's** proposal and in the Supply/Service Agreement, the information contained in the Supply/Service Agreement and these General Purchasing Conditions will always prevail, observing their order of prevalence also in case of conflicting provisions. However, the confirmation of data related to the acquisition of goods may be subject to subsequent confirmations, if expressly indicated in the Supply/Service Agreement.

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4.5. The Supply/Service Agreement with the respective Schedule, if applicable to the contracting, will constitute a legal document, enabling the **SUPPLIER** to supply the goods to which it refers, being the only one applicable to the supply in question, excluding the applicability of any conditions presented by the **SUPPLIER** in the proposal and that are not included in the aforementioned documents, remaining in force the pre-existing agreements as long as so defined by the Parties. Amendments and additions, as well as differentiated conditions of sale will only be respected upon prior written agreement between the Parties with the consequent amendment of the Supply/Service Agreements.

4.6. With the issuance of the relevant Supply/Service Agreement by the **CONTRACTING PARTY** and the effective start of the supply of goods by the **SUPPLIER**, the conditions stipulated herein will be tacitly considered accepted, and the **SUPPLIER** must follow and comply with them in their entirety, with the ratification of **SUPPLIER's** agreement and consent to all clauses and conditions stipulated herein.

4.7. The **SUPPLIER** agrees and acknowledges that the sizing of its structure for supply is its sole responsibility.

5. SUPPLIER 'S OBLIGATIONS

5.1. Without prejudice to the other obligations established herein, their Annexes and in the respective Supply/Service Agreements, the **SUPPLIER** undertakes to:

5.1.1. Be responsible for all damages, direct and indirect, caused to **CONTRACTING PARTIES** and third parties.

5.1.2. Be responsible for remaking, at its expense and within the deadlines stipulated by the **CONTRACTING PARTIES**, any and all merchandise considered unacceptable.

5.1.3. Provide its employees designated for the execution of the object of the Supply/Service Agreement with all Personal Protective Equipment and individual tools necessary for the execution of the Supply/Service Agreement.

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5.1.4. Guarantee the professional competence necessary for the execution of the object of the Supply/Service Agreement, on its premises or at the **CONTRACTING PARTIES'** establishments, as the case may be, committing itself in the sense that its employees and/or technicians are duly qualified and trained, act with dexterity, care, diligence and in a professional manner, in addition to being properly dressed.

5.1.5. Manage its employees and/or technicians, guiding them to the use of methodologies, norms and technical standards defined between the Parties, according to the characteristics and needs of the contracted purpose, aiming at meeting the execution deadlines within the quality standards required by the **CONTRACTING PARTIES**.

5.1.6. Obtain from public bodies, at their sole expense, as well as maintain the disposal of **CONTRACTING PARTIES** for presentation whenever requested, the appropriate certificates, licenses, permits, permissions and/or authorizations, under their responsibility, that are necessary for the faithful execution of the purpose of the Supply/Service Agreement, including, but not limited to, those of an environmental nature, as the case may be.

5.1.7. Observe and ensure that its employees comply with the **CONTRACTING PARTIES'** internal rules and policies, as well as the rules related to safety, hygiene and occupational medicine in force, which imply the safety and protection of such employees when in service, including the regulatory rules of the Ministry of Labor and Employment, being exclusively responsible, as a result, for any fines imposed on **CONTRACTING PARTIES** by the competent supervisory body.

5.1.8. Replace, when requested by the **CONTRACTING PARTIES**, in the shortest possible time, any of the employees that it has under its orders in service, due to inappropriate behavior or misconduct.

5.1.9. If it is found, during or even after the term of the Supply/Service Agreement, by the competent inspection body, collection of charges and/or lower and/or incorrect collection of taxes, due to calculation and/or classification error on the part of from the **SUPPLIER**, which results in the imposition of a fine and/or assessment subject to additional payments of charges and/or taxes of a tax, labor, social security or any other nature, by the **CONTRACTING PARTIES**, based on the principle of joint and several liability or subsidiary, the **CONTRACTING PARTIES** reserve the right to charge and receive, immediately, from the **SUPPLIER**, its controllers, its subsidiaries, affiliates and/or their successors, and the **SUPPLIER**, by itself and its controllers, its affiliates, controlled companies and/or their successors, undertakes to pay the total calculated and paid by the **CONTRACTING PARTIES**, in addition to interest of 1% (one percent) to the month, *pro rata die*, and monetary restatement based on the monthly variation of the IPCA/IBGE, pursuant to the law,

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under penalty of adopting the appropriate legal measures.

5.1.10. Consider, for the purposes of calculating any minimum production quantity, by the **SUPPLIER**, both the Schedules sent to service the **CONTRACTING PARTIES** production and those intended to serve the aftermarket.

5.1.11. Since the **CONTRACTING PARTIES** are responsible for freight, the **SUPPLIER** shall inform their Logistics Agent, at least 5 (five) days in advance of the delivery date specified by the **CONTRACTING PARTIES**, about the availability of the goods packed and ready for shipment. The communication must include the approximate weight and dimensions of the shipment(s), the place of shipment and any other information requested by the **CONTRACTING PARTIES'** Logistics Agent. The **SUPPLIER** will make the goods available for delivery to the **CONTRACTING PARTIES'** Logistics Agent in sufficient time for the goods to be delivered on time or before the delivery date specified by the **CONTRACTING PARTIES**, who may charge the **SUPPLIER** for freight, storage and other costs associated with any shipment of goods that are not prepared for shipment or packaged in accordance with the terms of the Supply/Services Agreement, or that do not meet the requirements for the goods also defined in the Supply/Services Agreement.

5.1.12. The **SUPPLIER** shall use all reasonable efforts to make the goods available for shipment within 48 (forty-eight) hours after receipt of an emergency request requested by the **CONTRACTING PARTIES**. Immediately upon receipt of the emergency request, the **SUPPLIER** shall notify the **CONTRACTING PARTIES'** Logistics Agent of the best date to make the goods available. The **CONTRACTING PARTIES'** Logistics Agent will inform the fastest and most economical way of shipment. However, if the **CONTRACTING PARTIES'** Logistics Agent requests that the **SUPPLIER** ship the goods, the **SUPPLIER** agrees to do so and the **CONTRACTING PARTIES** shall reimburse the **SUPPLIER** for the proven transportation costs. If the **CONTRACTING PARTIES'** Logistic Agent manages the transport, the **SUPPLIER** must follow the instructions of the **CONTRACTING PARTIES'** Logistic Agent. If the **SUPPLIER** is unable to fulfill the emergency request within 48 (forty-eight) hours, the **SUPPLIER** will immediately inform the **CONTRACTING PARTIES** about the impossibility of fulfilling the order and must inform a projected date for the delivery of requested goods.

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5.1.13. Bearing in mind that the **CONTRACTING PARTIES** are multinational companies that export their **PRODUCTS** to the most diverse countries, every **SUPPLIER** that is part of their production chain must promptly comply with the applicable rules, laws and normative acts, issued by the competent Brazilian bodies and authorities, with regard to the certifications of origin and declarations of the production process, which started to be issued electronically through the Industry Federations of each State. The **SUPPLIER** must also comply with the required renewals, no later than 30 (thirty) days before the expiration of such production process declarations. Furthermore, when required, the **SUPPLIER** must immediately provide the corresponding competent authorities or the Purchaser of the **CONTRACTING PARTIES** with the necessary evidence on change in the production process and Country of Origin.

6. MONITORING OF THE SUPPLY/SERVICE AGREEMENT

6.1. The **CONTRACTING PARTIES** will appoint duly accredited persons to monitor the exact fulfillment of the Supply/Service Agreement, regardless of such monitoring in terms of exoneration or even reduction of the technical, legal and contractual obligations assumed by the **SUPPLIER**. Likewise, the acceptance of the goods subject to the Supply/Service Agreements, by the **CONTRACTING PARTIES**, does not exclude the **SUPPLIER's** civil liability for defects in quantity or quality or for disparity with the contracted specifications, subsequently verified, with the **CONTRACTING PARTIES** being guaranteed the faculties provided for in the Consumer Defense Code, including with regard to hidden defects.

6.1.1. If any non-compliance is verified in relation to what was contracted, the **CONTRACTING PARTIES** must immediately notify the **SUPPLIER** about such non-compliance and grant a reasonable period (which will not exceed a period of 5 working days) for the **SUPPLIER** to present a solution in writing. If the above period elapses without the **SUPPLIER** presenting a written solution, the **CONTRACTING PARTIES** reserve the right, without this being alleged as a reason for delay or interruption of supplies, to have any and all parts dismantled, disassembled or rebuilt proves to be in disagreement, being the **SUPPLIER's** obligation to make the correction without any additional cost to the **CONTRACTING PARTIES**.

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6.2. The **SUPPLIER** must allow access to all its facilities and documents of interest to the **CONTRACTING PARTIES** to verify the correct compliance with the contracted conditions, providing a copy of documents when requested.

7. PRICE. RESTATEMENT AND TAXES

7.1. In order to assess and start price negotiations, the **SUPPLIER** must present to the **CONTRACTING PARTIES**, together with its proposal, the breakdowns of costs in accordance with the documents issued by the **CONTRACTING PARTIES** and provided in the quotation phase.

7.2. The breakdowns may, at the discretion of the **CONTRACTING PARTIES**, be used as a basis for approval and setting by the **CONTRACTING PARTIES** of the initial prices and future changes that may involve any changes in the process, product and cost factors that make up the price formation.

7.3. The breakdowns must also include all packaging costs, unless otherwise waived by the **CONTRACTING PARTIES**;

7.4. The **SUPPLIER** may submit, along with its proposal to the **CONTRACTING PARTIES**, a technical proposal for the specific packages, in a standard form for the **CONTRACTING PARTIES** called "Packaging RIAI".

7.5. The price set in the respective Supply/Service Agreement is firm and cannot be changed, even if by way of restatement, except with the prior and express agreement of the **CONTRACTING PARTIES**, with the consequent amendment of the respective Supply/Service Agreement.

7.5.1. For spot buy procedures, there will be no price change, and the prices negotiated in the programming/issuance of the respective Supply/Service Agreement must be the same for billing upon delivery of the goods.

7.5.2. The prices established for goods destined for the replacement market cannot be higher than those established for the same goods destined for the **CONTRACTING PARTIES'** production process, except if the price difference is due to differentiated and exclusive packaging for the replacement market, in addition to of freight.

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7.5.3. Also, when dealing with goods traded both together (Black box) and separately, the price of the set of goods cannot be higher than the sum of the prices of the goods that compose said set.

7.5.4. In case of restatement/change in the prices of the goods previously established, the index applied to the goods destined to the aftermarket may not, under any circumstances, be higher than that defined for the goods destined to the productive process of the **CONTRACTING PARTIES**.

7.6. Any modifications proposed by the **SUPPLIER** must be submitted to the **CONTRACTING PARTIES** for due evaluation. This request must be made at least 30 (thirty) days in advance. Any condition may only be considered changed after previously informed, in writing, by the **CONTRACTING PARTIES**, their agreement, with the amendment of the respective Supply/Service Agreement.

7.6.1. The **CONTRACTING PARTIES** reserve the right to rescind or cancel, in whole or in part, the Supply/Service Agreement, in the event that they deem the price changes intended by the **SUPPLIER** to be inconvenient, at which time the **SUPPLIER** will be informed in advance and all supplies made up to the effective rescission/cancellation date, under the conditions previously established by the Parties, will be remunerated by the **CONTRACTING PARTIES**.

7.7. The **CONTRACTING PARTIES** may request a price reduction at any time, and may demand this reduction as long as there is proven to be a reduction in any of the components of the price, according to the conditions contained in the breakdowns.

7.7.1. Likewise, the **CONTRACTING PARTIES** reserve the right to rescind or cancel, in whole or in part, the Supply/Service Agreement, in the event that the **SUPPLIER** does not agree with the price reduction, at which time the **SUPPLIER** will be informed in advance and any supply made up to the effective date of rescission/cancellation, under the conditions previously established by the Parties, will be remunerated by the **CONTRACTING PARTIES**.

7.7.2. Any and all price reduction, under the terms of the previous items, will be applied both to the goods destined to the productive process of the **CONTRACTING PARTIES** and to the replacement market, and under no circumstances is price variation between the same goods allowed just because they are destined for different purposes.

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7.8. Except when otherwise previously and expressly agreed by the Parties, the respective supply includes any and all costs necessary for the execution of the supply to the satisfaction of the **CONTRACTING PARTIES**, including, without limitation, the supply of materials, skilled labor, transportation of personnel, social, labor and social security charges, insurance, food, equipment, personnel administration expenses and any taxes or contributions due or that may become due as a result of the supply.

7.9. The taxes (taxes, fees, fiscal and parafiscal contributions) that are due as a direct or indirect result of the respective Supply/Service Agreement, or its execution, will be the exclusive responsibility of the **SUPPLIER**.

7.10. The social security contributions and the Government Severance Indemnity Fund related to the **SUPPLIER's** personnel in charge of executing the Supply/Service Agreements with the **CONTRACTING PARTIES** are and will always be the sole responsibility of the **SUPPLIER**, who will show the **CONTRACTING PARTIES**, whenever they requested and in line with what is established in the Third Party Hiring Policy of these, the originals of the respective receipts of payments, providing, immediately, a copy of these documents, proving the deposits and payments in the legal form, as well as the other documents related to the Registration of Employees, including but not limited to:

7.10.1. At the beginning of the Supply/Service Agreement:

7.10.1.1. Individual Employee Registration Form.

7.10.2. Monthly:

7.10.2.1. Copy of the GRPS - Social Security Collection Guide - regarding the payment of the INSS;

7.10.2.2. Copy of the GFIP - Collection Slip for the Severance Indemnity Fund - FGTS and Social Security Information;

7.10.2.3. List of **SUPPLIER** employees allocated in the execution of the purpose of the Supply/Service Agreement;

7.10.2.4. Copy of Payroll Summary.

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7.10.3. Semiannually:

7.10.3.1. Debt Clearance Certificate from City Hall, INSS, FGTS and Federal Revenue Service.

7.10.4. Annually:

7.10.4.1. Employer and Professional Contribution Payment Slip.

7.11. The **CONTRACTING PARTIES**, when a withholding source, will deduct and collect, within the terms of the current law, from the payments they make to the **SUPPLIER**, the taxes to which they are obliged by the current legislation.

7.11.1. The **SUPPLIER** hereby expressly and irrevocably authorizes the **CONTRACTING PARTIES** to promote, if applicable, the deduction of amounts owed by them to the INSS, as a direct or indirect result of the execution of the respective Supply/Service Agreement.

7.11.2. This amount, if not correctly highlighted in the invoice issued by the **SUPPLIER**, will be collected by the **CONTRACTING PARTIES**, observing the relevant legislation and the maximum limit indicated therein.

7.12. If there is a change in the rate of any tax or legal charge levied or that will be levied directly on the supply of goods subject to the Supply/Service Agreement, as well as the creation, elimination or replacement of these that demonstrably directly influence the price, the readjustment or reduction will be subject to negotiation between the Parties.

8. DEBTS. BILLINGS. COLLECTIONS AND PAYMENTS

8.1. The goods must be delivered accompanied by the documentation required by law, which will also indicate:

- a) Complete number of the respective Supply/Service Agreement;
- b) Number of its code in the **CONTRACTING PARTIES' SUPPLIER** register;

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	Fees	State	State Finance Department	Civil Register	State Court of Appeals	Public Prosecution Office	ISS	Conduction	Other Expenses	Total
	BRL 541.55	BRL 0.00	BRL 0.00	BRL 32.30	BRL 174.74	BRL 0.00	BRL 27.08	BRL 0.00	BRL 0.00	BRL 775.67



c) State Registration Number;

d) Number in the Corporate Taxpayer's Registry (CNPJ);

e) Address for billing;

f) Place of delivery of the goods, on the premises of the **CONTRACTING PARTIES**;

g) the number/code of the **CONTRACTING PARTIES** and the description of the goods;

h) Include in the Invoice, the municipality where the goods will be supplied.

8.2. The Invoices issued by the **SUPPLIER** and sent together with the goods will necessarily obey, with regard to their completion, the respective legal provisions and must also specify the net tare weight, destination area, and other complementary information that may be necessary.

8.3. Invoices must refer only to the goods of the same Supply/Service Agreement. The **CONTRACTING PARTIES** do not work with Invoice for future delivery. Exceptions will only be admitted with prior written authorization from the **CONTRACTING PARTIES'** Tax Sector.

8.3.1. The **SUPPLIER** must issue invoices for the exit of goods (sales, shipments for industrialization, shipments for demonstration, shipments for tests, returns, etc.), in accordance with current legislation, generate data in an information system, faithful copy of data from Invoices, according to available technology, approved by the **CONTRACTING PARTIES**, known by the **SUPPLIER**, and transmit them to the **CONTRACTING PARTIES** through the Shipment Notice (standard ANFAVEA RND004), or ASN (Advanced Shipping Notice), which is a mandatory process and guarantees the proper functioning of the logistical flow of materials, or any other means defined by the **CONTRACTING PARTIES** and timely informed to the **SUPPLIER**.

8.3.1.1. The Shipment Notice to be sent by the **SUPPLIER** to the **CONTRACTING PARTIES** will only be accepted when all the data are correctly validated in the **CONTRACTING PARTIES'** information management system, which must occur before the goods are received at the **CONTRACTING PARTIES'** entrance.

8.3.1.2. In exceptional cases and previously agreed with the **CONTRACTING PARTIES**, the **SUPPLIER** must paste on the back of each invoice a true copy of the data generated from the Invoices, in two-dimensional bar code, according to specifications and request of the

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CONTRACTING PARTIES, in line with the best technologies available in the market.

8.3.2. Payments arising from the Supply/Service Agreement will only be made upon presentation of the first copy of the Invoices and their respective invoices.

8.3.2.1. In the event of loss of documents, the **SUPPLIER** shall provide and send to the **CONTRACTING PARTIES** certified copies in a notary office or in the State Revenue Office or competent City Hall, as the case may be, prevailing, in this case, the legislation of the State and/or Municipality where the industrial establishment of the **SUPPLIER** is located.

8.3.3. In the invoices, invoices and CTCR (Bill of Lading) issued against the **CONTRACTING PARTIES**, the number of the respective Supply/Service Agreement to which they refer must be included.

8.4. The **CONTRACTING PARTIES** cannot be held responsible for any payments made by them late, as a result of irregularities in the **SUPPLIER's** billing.

8.5. Payments are made by the **CONTRACTING PARTIES** through a bank slip (via DDA), issued through the registered collection process, in accordance with Circular Letters from Banco Central do Brasil, or credit to an account held by the **SUPPLIER**, and the Invoices and/or invoices must be delivered with, at least 30 (thirty) days in advance of the due date.

8.5.1. Failure to meet the deadline referred to in this item implies the automatic extension of the payment period, for as many days as there is a delay, without charge to the **CONTRACTING PARTIES** and without prejudice to the discounts and benefits to which the **CONTRACTING PARTIES** are entitled.

8.6. The **SUPPLIER** hereby authorizes the withholding of payments by the **CONTRACTING PARTIES** in cases of irregularities in the supply of goods, as well as expressly and irrevocably authorizes the compensation of any payment due to the **SUPPLIER**, with any amount owed by the latter to the **CONTRACTING PARTIES**, without prejudice to the right to collect it in court.

8.7. It is expressly forbidden for the **SUPPLIER** to issue credit and/or value securities against the **CONTRACTING PARTIES**, as well as, mainly, to negotiate them with third parties, notably banks, financial institutions, factorings and/or commercial development companies, among others, without having the corresponding credit recognized by the **CONTRACTING PARTIES**, as well as their prior authorization to do so, in writing, and, furthermore, having demonstrated full compliance with all the its contractual obligations assumed in the Supply/Service Agreement. It is also expressly

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forbidden to bind this instrument in operations of any nature that the **SUPPLIER** has or will assume before any third parties, under penalty of collection of losses and damages arising therefrom, in addition to the other rights established in these General Conditions of Purchase and in the respective Supply/Service Agreement.

8.8. Any **SUPPLIER** invoicing challenged by **CONTRACTING PARTIES** through a Debit Note, issued by the electronic interface between the Supply/Service Agreement and the Invoice, may be subject to analysis between the Parties. Once the dispute of the **SUPPLIER's** billings has been verified, the **CONTRACTING PARTIES** will definitively arrange for the rejection and cancellation of the payments.

8.8.1. Once the previously contested invoice is found to be due, the **CONTRACTING PARTIES** will arrange for its payment to the **SUPPLIER**.

8.9. No payment will be due by the **CONTRACTING PARTIES** before their quantitative and qualitative acceptance of the goods supplied and/or services performed by the **SUPPLIER**, subject to the provisions hereof.

8.10. All tax documents issued by the **SUPPLIER** against the **CONTRACTING PARTIES** must be addressed as established in the respective Supply/Service Agreement, and any failure to comply with this item by the **SUPPLIER** will result in non-recognition and, consequently, non-payment by the **CONTRACTING PARTIES** of the tax document addressed incorrectly, without any burden or penalty to **CONTRACTING PARTIES**.

8.11. The **CONTRACTING PARTIES'** liability bonds will be preferably paid in Nova Lima, State of Minas Gerais, and these documents must be sent and presented for collection and/or payment at the **CONTRACTING PARTIES'** address contained in the Supply/Service Agreement.

8.12. Invoices and/or bills issued by the **SUPPLIER** against **CONTRACTING PARTIES** that do not correspond to the actual supply of goods, will subject the **SUPPLIER** to appropriate measures aimed at reimbursing the damages caused by the improper issuance.

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8.13. All payments to **SUPPLIERS** are concentrated exclusively on Thursdays. Whenever the due date is not a working Thursday, the due date will be automatically extended to the first subsequent working Thursday, without incurring any charge or penalty to the **CONTRACTING PARTIES**, of any nature whatsoever.

8.14. In the case of goods supplied in disagreement with the conditions established in this instrument and in the Supply/Service Agreement, whatever the maturity of the respective billing instrument, its maturity will only be counted from the moment that the **SUPPLIER** complies with the stipulated under the conditions established herein and in the Purchase Order.

8.15. In the event of billing with a higher price difference between the amount shown in the Invoice/Bill/CTRC (Bill of Road Cargo Transport) and the respective Supply/Service Agreement, the **CONTRACTING PARTIES** will automatically debit the excess amount, arising from the difference. On the other hand, in the event of billing with a lower price difference between the amount stated in the Invoice/Bill/CTRC (Bill of Road Cargo Transport) and the respective Supply/Service Agreement, the **SUPPLIER** will be guaranteed the right to issue the respective Supplementary Invoice corresponding to the difference in values, as established in the respective Supply/Service Agreement.

9. ACCESS TO **CONTRACTING PARTIES**' PREMISES

9.1. The **SUPPLIER** undertakes to observe and ensure compliance with all **CONTRACTING PARTIES'** rules, policies and regulations pertaining to access, transit and permanence of people and waste in the **CONTRACTING PARTIES'** establishments.

9.2. In order to facilitate the access in question, the **CONTRACTING PARTIES** will deliver to the **SUPPLIER**, free of charge, duly completed, badges called "*Functional Identity of Third Parties*", which will be distributed by the **SUPPLIER** exclusively to its employees who are eventually carrying out activities in the **CONTRACTING PARTIES'** establishments.

9.3. The **SUPPLIER** shall indicate to the **CONTRACTING PARTIES**, through correspondence, the name of the person responsible for receiving the badges, however, such indication does not imply a reduction or exemption from liability on the part of the **SUPPLIER**.

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9.4. Such badges, once the Supply/Service Agreement is terminated or at any time, upon request of the **CONTRACTING PARTY**, shall be returned to the latter, within a maximum period of 02 (two) business days, counting from the formalization of the request in this regard and/or the termination of the Supply/Service Agreement and/or the termination, by the **SUPPLIER**, of the employment contract with its collaborator, without prejudice to the **CONTRACTING PARTIES'** right to receive, as compensation, whenever there is a loss and/or supply of duplicate badges, the specific value determined by the **CONTRACTING PARTIES**, per unit lost or supplied and not returned, and this compensation, as well as the penalties, may be deducted from the value of the **SUPPLIER's** invoices, issued against the **CONTRACTING PARTIES**, with such compensation remaining from now on, expressly authorized by the **SUPPLIER**.

9.5. No indemnity or non-compliance with service levels, as eventually agreed in the Supply/Service Agreement, will be due, considered or recognized by the **CONTRACTING PARTIES** to the **SUPPLIER** as a result of unfulfilled supplies of goods, due to any impediment to employee access of this at the **CONTRACTING PARTIES'** establishments, motivated by the non-presentation of badges.

9.6. The **SUPPLIER** is responsible for the conservation and return of the badges, in the quantities received, which will be, for all purposes, indicated in a specific document, to be prepared in due course, which will be an integral part of this instrument and the Supply/Service Agreement.

9.7. The **SUPPLIER** is responsible for the acts of managers, collaborators and/or agents, active or dismissed from its staff, until the delivery of their respective badges to the **CONTRACTING PARTIES**.

9.8. The **SUPPLIER** declares that it is aware that in the event that the object of the Supply/Service Agreement is subcontracted, even if partially, the **SUPPLIER** will be solely responsible for the conservation and return of the badges, in the quantities received, which will be, for all purposes, indicated in a separate document, to be prepared in due course.

10. DEFAULTS, COMPENSATION AND INDEMNITY

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10.1. The default of any of the obligations by the **SUPPLIER** will result in a fine equivalent to 3% (three percent), plus 0.1% (one tenth percent) per day of delay, on the amount obtained by the average billing of the last 03 (three) months from the **SUPPLIER** with the Supply/Service Agreement, except as otherwise provided for in the respective Supply/Service Agreement, always subject to the determination of losses and damages. If the **SUPPLIER** has not yet completed 03 (three) months of billing, the fine will be calculated on the value of the first billing, even if it has to wait for it to occur. The amounts calculated from fines and reimbursements will be deducted from the payments due to the **SUPPLIER** and, when applicable, collected in court.

10.1.1. In the event of a stoppage on the assembly line, with production losses and/or incomplete vehicles, machines and engines, or other related losses, through the fault of the **SUPPLIER**, with prejudice to the **CONTRACTING PARTIES**, their direct importers and/or third parties, the **CONTRACTING PARTIES** shall notify the **SUPPLIER** in writing, granting it a period of 05 (five) consecutive days, counted from the communication, to dispute its responsibility. If this does not occur and/or if the arguments have not been accepted, which must be substantiated, a debit document will be issued to reimburse the damages caused by production losses, which may even be compensated in the first payment due by the **CONTRACTING PARTIES** to the **SUPPLIER**, and/or in subsequent years, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

10.1.2. If there is a need to change the production mix, due to the **SUPPLIER's** fault, which causes damages to the **CONTRACTING PARTIES**, including those charged by third parties, the damage caused to the **CONTRACTING PARTIES** will be communicated to the **SUPPLIER**, who will have 05 (five) calendar days, counted from the sending a written communication to challenge its responsibility and, by not doing so or if its arguments are not accepted, which must be substantiated, a debit document will be issued to reimburse the expenses, which may even be compensated in the first payment due for the **CONTRACTING PARTIES** to the **SUPPLIER**, and/or subsequent ones, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

10.1.3. In the event of delays in the delivery of Spare Parts and Accessories programs that lead to the generation of Back-Order, or immobilized vehicles, machines, equipment and/or engines, both in the domestic market and in the foreign market, the **SUPPLIER** will be liable for any costs charged to **CONTRACTING PARTIES** as a result of this delay, including sales losses. The **SUPPLIER** will have 05 (five) calendar days, counted sending a written communication, to challenge your responsibility and, if you do not do so or if your arguments are not accepted, which must be substantiated, a debit document will be issued to reimburse the expenses, which may even be compensated in the first payment owed by the **CONTRACTING PARTIES** to the

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SUPPLIER, and/or subsequent ones, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

10.1.4. In the event of rejection of the sample delivered for the Part Production Approval Process - PPAP, due to the **SUPPLIER**'s fault, this will be communicated by the **CONTRACTING PARTIES** and a new delivery period will be established, duly agreed with the **SUPPLIER** and, if necessary, an approval document will also be issued for reimbursement of damages caused by production losses, which may even be compensated in the first payment due by the **CONTRACTING PARTIES** to the **SUPPLIER**, and/or in the subsequent ones, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

10.2. In the case exclusively of goods destined for the aftermarket and accessories market, default in the delay of delivery of schedules, by the **SUPPLIER**, will result in a fine equivalent to 1% (one percent) per business day of delay, calculated on the value of the Supply/Service Agreement for the quantity of goods overdue by the **SUPPLIER** (0.5% x price of the Supply/Service Agreement for Qty¹. in arrears x Number of working days in arrears), unless otherwise provided for in the respective Supply/Service Agreement, without prejudice to the determination of losses and damages. The calculated amounts of fines and reimbursements will be offset against payments due to the **SUPPLIER**, pursuant to item 8.6.

10.3. To resolve issues related to aspects of development quality, manufacturing management and technical relations during serial production, for materials direct from **CONTRACTING PARTIES**, the **SUPPLIER** declares to have knowledge, full understanding and comply with the provisions of standard **SUPPLIER Quality Statement of Requirements**, rule forwarded by the **CONTRACTING PARTIES** to the **SUPPLIER** prior to the beginning of the commercial relationship between the Parties.

10.4. All costs incurred by **CONTRACTING PARTIES** with vehicles, machines and/or engines in circulation, identified within or outside the warranty period, that require corrective actions and/or preventive measures (including operation of recall campaign), carried out by the Dealer Network and/or Authorized Technical Assistance, caused by anomalies in the **PRODUCTS** attributed to the **SUPPLIER**, will be the sole responsibility of the **SUPPLIER**, whose reimbursement will be requested by the **CONTRACTING PARTIES** in accordance with the provisions of **SUPPLIER Warranty Agreement - SWA** entered into between the Parties. If the **SUPPLIER** does not have a **SUPPLIER Warranty Agreement - SWA**, the definitions for presenting occurrences, requesting reimbursement and reimbursement amount will be as provided in the General Conditions of Field Warranty of the **CONTRACTING PARTIES**, which integrates this instrument as Annex II, and may

¹ Quantity

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such amounts, including, in any case, being compensated in the first payment due by **CONTRACTING PARTIES** to the **SUPPLIER**, and/or subsequent ones, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

10.5. In addition to reimbursing the costs mentioned in the previous item, the **CONTRACTING PARTIES**, at their sole and exclusive discretion, may demand from the **SUPPLIER** indemnities related to loss of image and others that may be detected due to nonconformities caused by technically and qualitatively imperfect goods.

10.6. The Parties will not be liable to the other for delays or failures to comply with the Supply/Service Agreement as a result of events demonstrably beyond the control or foreseeability of the Parties, arising from acts of God or force majeure, as provided by law.

10.7. During the period of delay or failure by the **SUPPLIER** to deliver the goods, the **CONTRACTING PARTIES** may, at their sole and exclusive discretion, acquire the goods from other sources, being able at their sole and exclusive discretion to reduce and/or cancel the quantities described in the Supply/Service Agreement scheduled with the **SUPPLIER**, or they may seek, together with the **SUPPLIER**, other sources to meet the quantities requested by the **CONTRACTING PARTIES**, the **SUPPLIER** being responsible for the difference in cost, if any, this being possible amount to be compensated in the first payment due by the **CONTRACTING PARTIES** to the **SUPPLIER**, and/or in the subsequent ones, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

11. COMPETITIVENESS

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11.1. It is agreed that the **SUPPLIER** will adopt all the necessary measures to maintain the competitiveness of the goods object of the Supply/Service Agreement in the national and international market, as the case may be.

12. NOTICE OF DISCONTINUITY

12.1. If the **SUPPLIER** intends to discontinue the production of any of the goods under its responsibility or of a certain provision of contracted services, the **SUPPLIER** shall immediately inform the **CONTRACTING PARTIES** in writing of said decision so that they can then initiate negotiations on the date of termination of production or provision of services, in order to allow the **CONTRACTING PARTIES** to meet the remaining demands and carry out a handover (phase in/phase out) of a new **SUPPLIER**. In this case, the technical deadlines necessary for the new development must be respected (which must be agreed between the Parties at the appropriate time, which must never be less than 06 (six) months from the date of communication), without prejudice to the provisions of the previous clause to spare parts.

12.2. In the event of discontinuity, by the **CONTRACTING PARTIES**, of any model that makes up its range of **PRODUCTS**/solutions, the **SUPPLIER** must maintain the continuity of supply of the goods that equip said model for a period of at least 10 (ten) years from the date of discontinuation. The price of discontinued goods, substitute goods and those supplied to **CONTRACTING PARTIES** by the **SUPPLIER** after the discontinuity, expiration or termination of the Supply/Service Agreement shall not exceed the lowest price offered by the **SUPPLIER** to a third party (when the purchase volumes, payment and delivery terms delivery and other commercial factors are considered substantially similar) or, if not, the price will be the fair market value, as agreed between the **SUPPLIER** and the **CONTRACTING PARTIES**.

13. MODIFICATIONS

13.1. The **CONTRACTING PARTIES**, at any time, upon prior written communication to the **SUPPLIER**, may modify the project (including drawings, materials and specifications), process, packaging, packaging method, shipment, date or place of delivery of the goods and/or execution of the services.

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13.2. If any of these modifications affect the cost, manufacturing time, price and delivery times for the goods or performance of the services, these must be agreed previously in order to reflect such modifications which will only be valid after confirmed in writing between the Parties with the consequent amendment to the Supply/Service Agreement.

13.3. The **SUPPLIER** will not make any changes to the project, process, packaging, packaging method, shipment, date or place of delivery of the goods and/or services, except upon instruction or prior and express approval, in writing, from the **CONTRACTING PARTIES**.

14. PROPERTY RIGHT. PRIVILEGES AND PUBLICITY

14.1. The designs or models of the **CONTRACTING PARTIES** cannot be copied or transmitted to other people or in any way used by the **SUPPLIER**. Consequently, the production of goods based on designs, models or samples of the **CONTRACTING PARTIES** must be limited, by the **SUPPLIER**, to the quantities established and delivered to the **CONTRACTING PARTIES**, obliging the **SUPPLIER** to destroy any surpluses or those that the **CONTRACTING PARTIES**, having rejected, have returned.

14.2. The **SUPPLIER** recognizes that the manufacture and sale of any goods based on designs, models or samples of the **CONTRACTING PARTIES** constitute an illegal act, whether for replacement of any kind, regardless of whether or not they were manufactured and sold using the name or under the trademarks and distinctive signs **CONTRACTING PARTIES**, which are not the object of the **CONTRACTING PARTIES'** Supply/Service Agreement.

14.3. The drawings, models and samples, as well as parts, equipment, tools, materials and technical specifications, delivered and entrusted to the **SUPPLIER** for the execution of the Supply/Service Agreement, aiming solely and exclusively at this execution and, therefore, freely and precariously assigned by the **CONTRACTING PARTIES** to the **SUPPLIER**, they must be returned to them by the latter, once the goods covered by the Supply/Provision of Services Agreement have been delivered and accepted, or at any time, if and when requested by the **CONTRACTING PARTIES**.

14.4. Once the Supply/Provision of Services Agreement has been issued, the **SUPPLIER** gives the **CONTRACTING PARTIES** ample and total guarantee that the goods it will supply are not, and will not be, produced with the violation or contracting of invention patents or exclusive licenses for their use, ensuring to the **CONTRACTING PARTIES** the free and legitimate authorization and trade of these goods in Brazil and abroad.

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14.5. The **SUPPLIER** may not link the name, brand or logo of the **CONTRACTING PARTIES** in publicity, *marketing campaigns, folders*, advertisements and/or any other material that aims to publicize its product and/or service, stating that it is a **SUPPLIER** of the **CONTRACTING PARTIES**, except upon prior written authorization from them.

14.6. The **SUPPLIER's** authorization to use the **CONTRACTING PARTIES'** trademarks is restricted, solely and exclusively, to identifying the **CONTRACTING PARTIES'** goods, being forbidden to use them beyond that purpose, under penalty of being framed in the applicable legal and criminal precepts, especially those relating to industrial property rights.

14.7. With regard to any programs, systems, technology, goods, among others, created or developed specifically for the **CONTRACTING PARTIES** by the **SUPPLIER** ("New Materials"), the Parties acknowledge and agree that the **CONTRACTING PARTIES** will be the sole and exclusive holders of all Intellectual and/or Industrial Property Rights relating to these New Materials, in whole and in any of its parts, in accordance with the provisions of the applicable Brazilian legislation, in a perpetual manner, valid in all countries of the world, for an unlimited number of copies and for all types of physical media or support of the work, covering any and all ways of using the New Materials, including, without limitation, the right to modify and update them.

14.8. The **SUPPLIER** undertakes to provide all necessary assistance to **CONTRACTING PARTIES** to carry out the assignment of New Materials, at the **CONTRACTING PARTIES'** expense, including, but not limited to, assistance in registering such rights, signing documents that may be requested by **CONTRACTING PARTIES** and assistance in the defense of such rights or in disputes relating thereto.

14.9. If the **SUPPLIER** acquires any rights over the New Materials that cannot be assigned, including pain and suffering, the **SUPPLIER** will grant the **CONTRACTING PARTIES** a perpetual license, free of charge and valid throughout the world, to use and modify said rights, agreeing and undertaking not to exercise them in a way that may harm the **CONTRACTING PARTIES'** rights, ownership and interests in the New Materials.

14.10. The **SUPPLIER** undertakes to defend the **CONTRACTING PARTIES** from and against any action or claim, threatened or filed, on the grounds that the use or possession of the goods and/or means applied/used in the provision of services by the **SUPPLIER**, or of any part thereof, infringes the rights to the Intellectual and/or Industrial Property of third parties, as well as to indemnify the **CONTRACTING PARTIES** for any losses, damages, costs, expenses and other liabilities (including, without limitation, court costs and professional fees) incurred, or to which it has been

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convicted as a result of or in connection with such actions or claims.

14.11. Without prejudice to the provisions of the previous item, if any claim or action is proposed against the **CONTRACTING PARTIES** on the grounds that the use or possession of the goods and/or means applied/used in the provision of services by the **SUPPLIER**, or any part of them, infringes the Intellectual and/or Industrial Property rights of a third party, or if, in the reasonable opinion of the **CONTRACTING PARTIES** this may occur, the **SUPPLIER** promptly, and at its exclusive expense:

14.11.1. Will ensure that the **CONTRACTING PARTIES** continue to use the goods and/or services uninterruptedly; or,

14.11.2. It will modify or replace the part of the goods and/or the means applied/used in the provision of the services that is, or that is alleged to be, infringing such Intellectual and/or Industrial Property rights (without this fact implying any damage to the functionality and performance of goods and/or services) in order to avoid infringement or alleged infringement.

14.11.3. If the **CONTRACTING PARTIES** suffer any loss as a result of the **SUPPLIER's** breach of the conditions established in this clause, the **SUPPLIER** is obliged to reimburse the **CONTRACTING PARTIES**, and this amount may be compensated in the first payment due by the **CONTRACTING PARTIES** to the **SUPPLIER**, and/or in the subsequent periods, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**.

15. ENVIRONMENTAL RESPONSIBILITY

15.1. The **SUPPLIER** must respect the governmental norms related to environmental preservation, as well as, where applicable, those emanating from the environmental program of the **CONTRACTING PARTIES**, which the **SUPPLIER** declares to know and accept, being the sole responsibility of the **SUPPLIER** the payment of all penalties and indemnities arising of any infringement committed by the same, in these aspects, without prejudice to the early and immediate termination of the Supply/Service Agreement existing between the Parties, in the event of risk of imposition of restrictions by the competent authorities on the future use of the area.

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15.1.1. The **SUPPLIER** shall submit to the **CONTRACTING PARTIES**, annually, a certified copy of its valid L.O. (Operating License).

15.2. With regard to environmental aspects, it is clarified that water and sewage pipes pass through the subsoil of the **CONTRACTING PARTIES'** areas; regarding these and regarding the use of polluting materials that may degrade the environment, the **SUPPLIER** hereby expressly undertakes to respect the **CONTRACTING PARTIES'** guidelines, rules and instructions, in particular its Environment area, rules that will always be updated, in order to in order to meet and preserve ISO certifications and others of a governmental nature, already obtained or that **CONTRACTING PARTIES** intend to obtain.

15.3. It is incumbent upon the **SUPPLIER** to maintain a close relationship with the previously mentioned Environmental area of the **CONTRACTING PARTIES**, in order to seek the information and standards referred to in the previous item.

15.4. Any vehicles used by the **SUPPLIER** to execute the Supply/Service Agreement on the **CONTRACTING PARTIES'** premises must be duly regulated, avoiding oil leaks and black smoke emissions, above the limits established by law, being subject to inspection, by the **CONTRACTING PARTIES**, in order to comply with what is determined by Minter Ordinance 100/80 and IBAMA Ordinance 85/96 pursuant to Law n. 8.723/93, obliging the **SUPPLIER** to indemnify the **CONTRACTING PARTIES** of any penalty, possibly applied to the **CONTRACTING PARTIES**, as a result of the non-compliance of these vehicles with the referred ordinances and relevant legislation, it being possible for this amount to be compensated in the first payment due by the **CONTRACTING PARTIES** to the **SUPPLIER**, and/or in subsequent years, until the debt is completely settled, a procedure that is now expressly and irrevocably authorized by the **SUPPLIER**. It is also the **SUPPLIER's** duty to correctly dispose of all waste and effluents generated in the respective operations, as well as materials and utensils that are not in conditions of use. Any irregularity or fine arising from poor management of this process will be the sole responsibility of the **SUPPLIER**.

15.4.1. In deliveries of goods in the CIF modality (on the **CONTRACTING PARTIES'** premises), it is the **SUPPLIER's** responsibility to ensure that its own or aggregated fleet is preferably IVECO and/or Stellantis vehicles, and that its carriers meet all legal requirements. The vehicles (trucks and/or tractors) must be a maximum of 10 (ten) years old, with regular preventive maintenance in order to avoid breakdowns. Only vehicles in good general condition will be accepted for the transport of materials, visibly free of damage and that reflect a positive image of the **CONTRACTING PARTIES**. Vehicles must contain equipment and documents legally required

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during traffic on highways for presentation to the authorities whenever requested. It will also be the **SUPPLIER's** responsibility to ensure that all vehicles and services comply with, and respect current legislation.

15.5. Failure to comply with these terms, clauses, obligations, responsibilities and conditions, by the **SUPPLIER**, will result in the immediate termination of the Supply/Service Agreement, without any charge to the **CONTRACTING PARTIES**, however, the **SUPPLIER** will be subject to the payments of any resulting fines, as well as the reimbursement of all damages suffered by **CONTRACTING PARTIES**.

15.6. When it comes to the supply of goods and/or provision of services on the **CONTRACTING PARTIES'** premises, the **SUPPLIER** must indicate a representative who will remain permanently at the place of supply and/or execution of services, as long as there is supply or provision of services, responding directly and exclusively on any issue relating to the environment.

16. TERM. CASES OF TERMINATION AND CANCELLATION OF SUPPLY/SERVICE AGREEMENT AND/OR SCHEDULE

16.1. The Supply/Service Agreement will be in force for an indefinite period, as of its issuance, if another term has not been specifically provided for in it, and may be terminated in whole or in part by the **CONTRACTING PARTIES** at any time, without incurring a fine or penalty, regardless of the reason, upon written notification sent to the **SUPPLIER** at least 30 (thirty) days in advance, unless otherwise provided for in the corresponding Supply/Service Agreement. The **CONTRACTING PARTIES** will make payments proportional to the installments of the goods provided/delivered and/or services performed, tested and approved by the **CONTRACTING PARTIES** under the terms of this instrument and other documents linked thereto, until the effective termination date. If payments have been made to the **SUPPLIER** relating to portions of the goods and/or services not provided/delivered and/or performed, or even not fully approved by the **CONTRACTING PARTIES**, such amounts will be returned by the **SUPPLIER**, duly increased by monetary restatement calculated based on the IGPM/FGV index, within a maximum period of 05 (five) consecutive days, counted from the receipt of the respective notification.

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16.1.1. In the event of termination of the supply of goods considered direct (which are used directly in the **CONTRACTING PARTIES'** production line), the **SUPPLIER** will remain responsible for guaranteeing the goods, in accordance with the established deadlines **SUPPLIER** Warranty Agreement - SWA entered into between the Parties. If there is no **SUPPLIER** Warranty Agreement - SWA entered into between the Parties, the **SUPPLIER** will continue to be responsible for guaranteeing the goods, in accordance with the provisions of the General Conditions of Field Warranty of the **CONTRACTING PARTIES**, which are part of this instrument as Annex II.

16.2. Notwithstanding the foregoing, any of the Parties may terminate, in whole or in part, the Supply/Service Agreement, with immediate effect, if the other Party (i) fails to comply with any obligation set forth therein and fails to remedy such non-compliance within 10 (ten) days. days counted from the receipt of the notification communicating such default, (ii) its bankruptcy, judicial or extrajudicial reorganization or any similar procedure decreed or granted, as the case may be, or (iii) there is reasonable indication that the **SUPPLIER's** financial situation may be interpreted as an impediment to the correct execution of the Supply/Services Agreement.

16.3. The **SUPPLIER** is obliged to notify the **CONTRACTING PARTIES** in advance of any change, alteration or modification of its corporate structure.

16.3.1. The **CONTRACTING PARTIES** may terminate the Supply/Service Agreement, in whole or in part, with immediate effect, if (i) the **SUPPLIER** does not previously communicate to **CONTRACTING PARTIES** regarding changes to its corporate structure, as per the previous item, (ii) in the event of the alterations come to conflict with the **CONTRACTING PARTIES'** interests, or (iii) if the alterations imply, or may potentially imply, a change of control.

16.4. Except in the cases provided herein, the Parties undertake to comply with all Supply/Service Agreements issued until the date of their effective termination.

16.5. If the **SUPPLIER** does not honor the agreed deadlines, including in the Schedule, it will be subject to the sanctions provided in Clause 8. The **CONTRACTING PARTIES** reserve the right to cancel the Supply/Service Agreement if the contractual terms are not met, as well as the **CONTRACTING PARTIES** may not accept the delivery of goods in advance without prior notice to be given to the **CONTRACTING PARTIES** with their express consent.

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17. BUSINESS ETHICS

17.1. The **SUPPLIER** declares to know the "Code of Conduct for Iveco Group **SUPPLIERS**" (https://www.ivecogroup.com/group/governance/code_of_conduct) and undertakes to respect, as well as demand that all its normative content, by all its representatives and collaborators, at any hierarchical level, bringing the "Code of Conduct for Iveco Group **SUPPLIERS**" to the knowledge of third parties with whom it may eventually come into contact for the execution of the Supply/Service Agreement, in particular with regard to the provisions below, but without prejudice to the whole.

17.2. The **SUPPLIER** also undertakes to:

17.2.1. Not to adopt practices of slave labor or similar to slave labor and legal work of minors, under the terms of subsection XXXIII of Article 7 of the Federal Constitution, and must strictly obey and apply all Brazilian legislation, especially labor legislation, the principles of the UN Universal Declaration of Human Rights, and the fundamental conventions of the International Labor Organization (ILO).

17.2.2. Adopt measures to prevent and combat the practice of money laundering and corruption, whether directly or indirectly, including extortion and bribery, and must also ensure that its partners, agents and collaborators, at any hierarchical level, act in the same way, in strict compliance with the applicable anti-corruption rules, in particular, but without limitation, Law No. 12.846, of August 1, 2013, with the Parties already establishing that if any evidence of involvement by the **SUPPLIER**, or any person related to the **SUPPLIER**, at whatever level, is found to be involved in practices of this nature, the **CONTRACTING PARTIES** may immediately terminate the Supply/Service Agreement, simply sending a simple communication to the **SUPPLIER**, even if by email, without prejudice to the application of the penalties provided for in this instrument and the **SUPPLIER's** exclusive responsibility for any penalties and damages arising from the practice of acts in violation of the said rules, as well as any losses and damages caused to **CONTRACTING PARTIES** and/or third parties.

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17.2.2.1. Also, in the performance of the activities object of the Supply/Service Agreement, the **SUPPLIER** hereby declares that:

17.2.2.1.1. Has not paid, offered, given or promised to give or pay, and will not pay, offer, give or promise to pay or give, money or anything else of value (whether as compensation, gift or contribution), to (i) any officer or employee of the **CONTRACTING PARTIES**; (ii) any officer or employee of any government, or any department, agency or body thereof; (iii) any political party or its administrator or employee; or (iii) any candidate for political office.

17.2.2.1.2. No manager or employee of the **SUPPLIER** is an employee of the government, or of any department, agency or body thereof, or of a government-controlled company, or political party, or candidate for political office.

17.2.2.1.3. It will always strictly follow the highest ethical, moral and regulatory principles applicable to commercial practices in the performance of its activities.

17.2.2.1.4. There is no conflict of interest between the supplies provided by you to the **CONTRACTING PARTIES** pursuant to the Supply/Service Agreement and its other commercial links. The **SUPPLIER** undertakes to notify the **CONTRACTING PARTIES**, in a timely manner, in the event that an actual or potential conflict of interest arises in the future, so that the supply can be terminated or changed to avoid said conflict.

17.2.3. Without prejudice to the provisions of Clause 13, protect and preserve the environment, as well as implement preventive measures against practices harmful to the environment, carrying out its supplies in compliance with the legal, normative and administrative acts related to the environment area and related, issued from the Municipal, State and Federal spheres, including, but not limiting compliance with Federal Laws No. 6.938/81 (National Environmental Policy) and 9.605/98 (Environmental Crimes Law).

17.2.4. Use its best efforts to comply with and defend the conditions established herein and in the "Code of Conduct for Iveco Group **SUPPLIERS**", immediately informing the **CONTRACTING PARTIES' Legal** and Compliance Departments of any deviations that characterize suspected violation of behavior in regarding the "Code of Conduct for Iveco Group **SUPPLIERS**". Such information may also be forwarded to the **CONTRACTING PARTIES** indirectly and anonymously through the website, a tool used to enforce the principles that guide the **CONTRACTING PARTIES' business**.

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17.2.5. When subcontracting for the performance of activities related to the object of the Supply/Provision of Services Contract is previously authorized by the **CONTRACTING PARTIES**, the **SUPPLIER** shall include in the contract with any subcontractors, wording that reproduces the terms and obligations contained in this Clause and its sub-items, responsible for the faithful fulfillment thereof.

18. CONFIDENTIALITY

18.1. The **SUPPLIER** undertakes and commits to maintain the absolute confidentiality of all information exchanged with **CONTRACTING PARTIES** throughout the term of the Supply/Service Agreement, in particular, but not limited to those related to technology, development, market conditions and competitions, price and the like, the Technical Standards of the **CONTRACTED PARTIES'** machines, vehicles, engines and components, Technical Information on the **CONTRACTING PARTIES'** machines, vehicles, engines and components, as well as any and all data, details and specifications technical and commercial information transmitted thereto, entrusted to it or of which it becomes aware through the execution of the Supply/Service Agreement, not being able, under any pretext, to make them known to third parties.

18.2. It is expressly forbidden for the **SUPPLIER** to make, in its own interest or that of third parties, any advertising or publicity in which it refers to the supplies made and/or the commercial relations it maintains or will maintain with the **CONTRACTING PARTIES**, being certain that any campaign, dissemination material and publicity to be conveyed, by any means, by either Party, may only mention or use the name or brand of the other, by prior and express specific agreement between them.

18.2.1. In exceptional circumstances, resulting from prior written authorization from the **CONTRACTING PARTIES**, granted under its sole discretion, the **SUPPLIER** may use the **CONTRACTING PARTIES'** Trademarks, undertaking, however, to observe the advertising modalities, the rules and conditions that the respective authorization determines, as well as established in the specific agreement previously signed between the Parties.

18.3. The **SUPPLIER** must maintain absolute secrecy and in strictly confidential character, any and all information provided by the **CONTRACTING PARTIES**, and should therefore be treated as confidential information any and all written or oral information disclosed to the **SUPPLIER**, whether or not it contains the expression "CONFIDENTIAL". The term information will correspond to all written, verbal or otherwise presented information, tangible or intangible, and may include, but not be limited to: documents, devices and/or details, of a technical or commercial nature, whether informative, illustrative, photographic, drawings, technical or commercial specifications, know-how,

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techniques, design, diagrams, copies, formulas, samples, flowcharts, tables, models, sketches, photographs, blueprints, computer programs, disks, floppy disks, tapes, contracts, business plans, projects, processes, product concepts, prices, costs, **SUPPLIERS**, definitions, market information, inventions, ideas and/or other technical, commercial, legal or financial information, among others, hereinafter referred to as "Confidential Information", directly or indirectly, received by the **SUPPLIER**, belonging to or related to the **CONTRACTING PARTIES**. The Confidential Information referred to in this clause may be owned, controlled or used by **CONTRACTING PARTIES** or third parties.

18.3.1. It is strictly prohibited, in whole or in part, the disclosure, use, distribution, supply, reproduction (including photographic or reprographic), in any form, by the **SUPPLIER**, of Confidential Information for purposes other than those provided for in the Supply/Service Agreement, without the prior and express written consent of the **CONTRACTING PARTIES**.

18.3.2. The obligation dealt with in this Clause 16 applies not only to the **SUPPLIER**, but also to its administrators, employees, agents, partners, representatives of any nature, contractors and any subcontractors, and the **SUPPLIER** must ensure that Confidential Information is restricted to the knowledge of the directors, employees and/or agents who are directly involved in the discussions, analyses, meetings and business related to the Supply/Service Agreement, and must inform them of the existence of this obligation and the confidential nature of this information.

18.4. The **SUPPLIER** undertakes, during the term of the Supply/Service Agreement and within 05 (five) years after its termination or as long as there are obligations directly or indirectly inherent to the Supply/Service Agreement, to maintain and preserve the confidential and confidential nature of the Confidential Information, not allowing third parties to have or come to have access, publish or disclose the Confidential Information, even partially, at any time, without the prior written and exclusive authorization of the **CONTRACTING PARTIES**.

18.5. It is not considered confidential or confidential the information that, demonstrably:

18.5.1. Is in the public domain at the time of disclosure or after disclosure, except if this occurs as a result of an act or omission by the **SUPPLIER**.

18.5.2. It becomes public domain, after its disclosure by third parties, outside the present relationship and outside the scope of the Supply/Service Agreement.

18.5.3. It must be disclosed by the **SUPPLIER** due to an order issued by an administrative or judicial body with jurisdiction over the **SUPPLIER**, provided that it is manifestly legal, in the first

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case, and only to the extent of such order, provided that:

18.5.3.1. Such information is grouped and/or presented in a summarized format.

18.5.3.2. The **SUPPLIER** has previously notified the **CONTRACTING PARTIES** in writing of the existence of such an order, enabling the **CONTRACTING PARTIES** to claim protective measures that it deems appropriate, an attitude that will also have to be adopted by the **SUPPLIER**.

18.6. Upon termination of the Supply/Service Agreement, all Confidential Information received must be returned to the **CONTRACTING PARTIES**, and the **SUPPLIER** may not retain, maintain or store any copy or reproduction, in whole or in part, of any Confidential Information, without the prior and express approval of **CONTRACTING PARTIES**.

18.7. The Parties recognize that this obligation of confidentiality is essential for the relationship established herein and for the preservation of the **CONTRACTING PARTIES'** business. Thus, based on the principle of probity and good faith that the Parties are obliged to keep both in the conclusion and in the execution of the Supply/Service Agreements, pursuant to Article 422 of the Civil Code, in the event of non-compliance with this Clause 16, the **SUPPLIER** will be fully responsible for any and all damages suffered by **CONTRACTING PARTIES**, thus understanding material and moral damages and loss of profits, regardless of any criminal sanction, payment of fines penalties or motivated and immediate termination of the Supply/Service Agreement.

18.8. In the event of need, under the terms of this Clause 16, the Parties agree to use in the disclosure or dissemination of the Confidential Information dealt with within the scope hereof and of the Supply/Service Agreements, the same degree of zeal with which they treat their own confidential information.

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19. PERSONAL DATA PROTECTION

19.1. References to the processing of PERSONAL DATA regulated by this AGREEMENT are in compliance with EU Regulation 2016/679 (hereinafter "GDPR") and with Law No. 13.709/18 - General Data Protection Law (hereinafter "LGPD") and any other applicable legislation regarding the Protection of Personal Data. In this sense, the PARTIES assessed that they are and act as independent data controllers.

19.2. The **SUPPLIER** recognizes the importance that, despite acting independently, they need to guarantee and commit to:

19.3. Process the PERSONAL DATA that you become aware of or that are in your possession during the implementation of this AGREEMENT only for the operations and for the purposes provided therein;

19.4. Limit the period of storage and processing of PERSONAL DATA to the duration necessary to implement this AGREEMENT and comply with any legal obligations;

19.5. Adopt all appropriate technical and organizational security measures, pursuant to article 32 of the GDPR and article 6, subsection VII and article 46 of the LGPD, as well as any other preventive measure based on experience, in order to prevent the processing of data not allowed or not compatible with the purpose for which the data is collected and processed;

19.6. Adopt all necessary measures to guarantee the exercise of the rights of data subjects provided for in articles 12 to 22 of the GDPR and in articles 17 to 22 of the LGPD;

19.7 Provide appropriate information about the data processing activities carried out, as well as promptly communicate any request from the data subject to the other PARTY;

19.8. Not to disclose PERSONAL DATA processed in the execution of this AGREEMENT to persons who are not authorized to carry out processing operations;

19.9. Keep a record, where required by law, of processing activities carried out, in compliance with article 30 of the GDPR and article 37 of the LGPD;

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	Fees	State	State Finance Department	Civil Register	State Court of Appeals	Public Prosecution Office	ISS	Conduction	Other Expenses	Total
	BRL 541.55	BRL 0.00	BRL 0.00	BRL 32.30	BRL 174.74	BRL 0.00	BRL 27.08	BRL 0.00	BRL 0.00	BRL 775.67



19.10. Communicate, within 24 hours of becoming aware of the event and without undue delay, any violations of PERSONAL DATA, as well as cooperate in notifying the competent authority.

19.11. The **SUPPLIER** shall be liable before the **CONTRACTING PARTIES** for damages caused by any breach of this clause.

19.12. The **SUPPLIER** shall be liable to data subjects for damages caused by any violation of the rights of third parties provided in these clauses.

20. SUBCONTRACTING

20.1. Subcontracting is prohibited without the prior and express approval of the **CONTRACTING PARTIES**. The **CONTRACTING PARTIES** reserves the right not to allow people who do not have a proven legal relationship with the **SUPPLIER** to enter their facilities.

20.2. In the case above, the **SUPPLIER** must previously present the list of subcontractors to the **CONTRACTING PARTIES** so that it can, if necessary, recommend any replacement, without any additional cost to the **CONTRACTING PARTIES**. The **SUPPLIER** assumes, before **CONTRACTING PARTIES**, full responsibility for fulfilling the obligations set forth in the Supply/Service Agreement, with regard to third parties that it may eventually subcontract.

20.3. The consent, by the **CONTRACTING PARTIES**, for the use of a particular subcontractor by the **SUPPLIER** will not be interpreted, under any circumstances, in the sense of reducing the responsibility of the **SUPPLIER** for the acts or omissions of such subcontractor, or even in the sense of generating any contractual or legal bond between the **CONTRACTING PARTIES** and the employees of the subcontracted service providers and/or the **SUPPLIER's** agents or employees, thus prevailing the provisions regarding the independence of the Parties.

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21. SOFTWARE USAGE

21.1. The **SUPPLIER** is aware that it is the policy of the **CONTRACTING PARTIES** not to allow the use of unauthorized software, and hereby declares that all software or tools (electronic or not) used for the execution of the Supply/Service Agreement, were developed by it or for you licensed or acquired, not having been obtained by any means that indicate fraudulent origin.

21.2. The **SUPPLIER**, in order to comply with the instructions in the previous item, undertakes to ensure that its employees or third parties eventually contracted thereby, do not use unauthorized software or tools (electronic or not) for the execution of the Supply/Service Agreement, as well as not accessing data contained in the **CONTRACTING PARTIES'** databases or any system, the **SUPPLIER** being liable, civilly and criminally, for losses and damages that he or his partners, collaborators and/or agents, at any hierarchical level, cause, as a result of non-compliance with the provisions of this Clause 18.

21.3. Unauthorized software means any unlicensed software, demonstration software that has not been previously verified by the security of the **CONTRACTING PARTIES'** responsible area or an authorized security agency of the **CONTRACTING PARTIES**, and any software obtained by means that indicate a fraudulent origin.

21.4. The **SUPPLIER** also declares that it is aware that the use of unauthorized software will be seen as a breach of these General Purchasing Provisions and the Supply/Service Agreement, which may give rise to its immediate termination, without prejudice to compensation for damages caused to the **CONTRACTING PARTIES**, to be determined in accordance with the applicable legislation.

22. CORPORATE AUTHORIZATIONS

22.1. The Parties declare and affirm that the legal representatives who sign and issue the Supply/Service Agreements have the appropriate corporate authorizations to do so.

22.2. The **SUPPLIER** is prohibited from forming and using individual companies on the grounds that they are companies of the same Economic Group, but that in practice occupy the same physical space, develop the same corporate purpose, use the same employees and/or machinery, and whose partners have a degree of kinship or affinity with each other, aiming to reduce costs, enjoy privileged taxation and spread revenue, provide services and/or supply **PRODUCTS** to **CONTRACTING PARTIES**, under penalty of canceling the Supply/Service Agreement entered into with the respective **SUPPLIER**.

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23. LABOR RESPONSIBILITY:

23.1. It is expressly stipulated that, under this Agreement, no employment or liability relationship is established by either Party with employees, former employees, interns, former interns, agents, representatives or subcontractors of the other Party, in any capacity, with each Party being responsible, as an exclusive employer and/or **CONTRACTING PARTY**, for all expenses, obligations and charges arising from the legislation in force towards their respective employees, former employees, interns, former interns, agents, representatives and contracted in any capacity.

23.2. The **CONTRACTED PARTY** is, and will remain, solely, exclusively and legally responsible for all obligations relating to its employees, former employees, interns, former interns, agents, representatives and subcontractors, including any labor claims filed by them against the **CONTRACTING PARTY**, as well as assessments and/or administrative or judicial proceedings by the government, at whatever level of jurisdiction it may be, with all costs arising therefrom, including expenses, charges, taxes, fees, contributions, indemnity and similar obligations related to labor and social security obligations, or resulting from accidents at work, whether or not these accidents occurred on the **CONTRACTING PARTY**'s premises.

23.3. The **CONTRACTED PARTY** declares that it has full and complete knowledge of the Labor Legislation, as well as the precedents and case law guidelines that guide the matter, at all levels of jurisdiction, responding before the **CONTRACTING PARTY** for all amounts and charges or encumbrances arising from the eventual recognition of a bond by the Labor Court, in a Labor Claim that may be filed by employees, former employees, interns, former interns, agents, representatives or subcontractors of the **CONTRACTED PARTY** against the **CONTRACTING PARTY**.

23.4. In the event of a labor action against the **CONTRACTING PARTY** or other companies of its economic group, or any other act of an administrative or judicial nature, whatever the title and at what time it occurs, the **CONTRACTED PARTY** undertakes to request the replacement of the **CONTRACTING PARTY**, individually or collectively, as defendants in any legal or administrative proceedings. The **CONTRACTED PARTY** also agrees, from now on, that the **CONTRACTING PARTY** denounce the dispute or implead the **CONTRACTED PARTY**, if necessary, in accordance with articles 125, II, and 130, III, of the Code of Civil Procedure.

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23.5. Upon receipt of the notification to defend itself in court or administrative proceeding of the government, filed by an employee, former employee, intern, former trainee, agents or representatives of the **CONTRACTED PARTY** or companies contracted thereby, the **CONTRACTING PARTY** will calculate the claimed rights and, after informing the **CONTRACTED PARTY**, will preventively retain the corresponding value, as security for any conviction, deducting it from amounts due to the **CONTRACTED PARTY**.

23.5.1. The bond will be refunded to the **CONTRACTED PARTY** after proof of the definitive settlement between the **CONTRACTED PARTY** and the claimant, when there is no longer any risk of conviction for the **CONTRACTING PARTY**.

23.5.2. If the deposit exceeds the value of 10% (ten percent) of the monthly installment due to the **CONTRACTED PARTY**, the total amount of the deposit will also be withheld in installments, in the amount of 10% (ten percent) of the main installment per month, in as many consecutive months as necessary to complete the total amount of the deposit, being certain that in the last months of the term of the Agreement, the discount may exceed the limit established in this item to reach the total amount of the deposit.

23.5.3. If there are no amounts to be withheld by the **CONTRACTING PARTY**, or the available amounts are not sufficient to reach the total amount of the security, the **CONTRACTED PARTY** undertakes to assume as a net and certain debt, the amount that is determined in the Execution of the Judgment or in an agreement judicial performed by the **CONTRACTING PARTY**, with the **CONTRACTED PARTY** being responsible, for all legal purposes and effects, in an exclusive, incommunicable and irreversible way for the performance of all the respective obligations and/or convictions arising from these lawsuits that have been supported by the **CONTRACTING PARTY**, of certain that it may use any means permitted by law, to ensure that the **CONTRACTED PARTY** pays the amount due.

23.6. The **CONTRACTED PARTY** may not, in the present or in the future, claim in or out of court, to exempt itself from its responsibilities, that the defense promoted by the **CONTRACTING PARTY** was poorly done or that the follow-up was unsatisfactory, in actions filed by employees, former employees, interns, former interns, agents, representatives or subcontractors of the **CONTRACTED PARTY** against the **CONTRACTING PARTY**.

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23.7. The appeal deposits, costs and other procedural expenses incurred by the **CONTRACTING PARTY** in the actions arising from this Agreement will also be solely and exclusively borne by the **CONTRACTED PARTY**, as well as attorney fees, in accordance with the **CONTRACTING PARTY**'s payment policy. The vouchers will serve as a net and certain debt amount in favor of the **CONTRACTING PARTY** to be reimbursed by the **CONTRACTED PARTY**.

24. FINAL PROVISIONS

24.1. The **SUPPLIER**, and any goods supplied thereby, must strictly comply with all laws, rules, regulations, court orders, conventions, ordinances or applicable standards of the countries of destination, or those relating to the manufacture, labeling, transport, import, export, licensing, approval or certification of goods, including, but not limited to, those relating to environmental issues, wages, hours and working conditions, selection of any subcontractor, discrimination, health and safety at work and safety of motor vehicles. The **SUPPLIER** also declares that neither it, nor any of its eventual subcontractors will use slaves, prisoners, or any other form of forced or involuntary labor, and that it will also not discriminate against race, creed or sex. Upon request of the **CONTRACTING PARTIES**, the **SUPPLIER** shall certify, in writing, compliance with the above. The **SUPPLIER** shall indemnify and hold the **CONTRACTING PARTIES** harmless from any liability, claim, demand or expense (including attorney fees or other professional fees) resulting from or relating to non-compliance, by the **SUPPLIER** and/or employees, third parties or any subcontractors, with the provisions established herein.

24.2. The **SUPPLIER** declares that neither it nor any of its subcontractors or **SUPPLIERS** will use child labor in violation of current legislation, under penalty of immediate termination of the Supply/Service Agreement.

24.3. The **SUPPLIER** shall respect all rules and legal provisions, especially those related to the preservation of the environment, including the **CONTRACTING PARTIES'** environmental policy.

24.3.1. The **SUPPLIER** is responsible for complying with all legal requirements applicable to its activities, such as environmental licensing and requirements for the transport of dangerous **PRODUCTS**, such as CONAMA 237/97, IBAMA Ordinance 85/96, MT Ordinance 204/97, Decree 96.044/88, the directives 9.01102 - Supply Quality, 9.01107 - Use of the IMDS System - Heavy Metals, 2000/53/CE, Ordinance INMETRO/MDIC 326/2006 and its revisions, and other requirements applicable laws or that may be required.

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24.3.2. In this act and for the due purposes and effects of Law, the **SUPPLIER** expressly declares to have full knowledge of the content of Ordinance IBAMA no. 85, of October 17, 1996, published in the Federal Official Gazette of October 21, 1996, which undertakes to respect and comply, by itself and its agents, in everything that concerns the terms of the Supply/Service Agreement and its execution.

24.4. Notwithstanding everything mentioned and agreed herein, the **SUPPLIER** undertakes to indemnify the **CONTRACTING PARTIES**, upon a simple request from the latter, any amount that it may disburse, in view of any default or action by the **SUPPLIER**, or any third party under its responsibility or at its service, in non-compliance with the legislation referred to in the Supply/Service Agreement;

24.5. Any subcontracting, consented or not, does not diminish or exempt the **SUPPLIER's** responsibilities for the perfect execution of the activities object of the Supply/Service Agreement, which will remain in full.

24.6. The activities object of the Supply/Service Agreement must be carried out with adequate equipment, always within the safety standards and the relevant legislation.

24.7. The **SUPPLIER** is strictly prohibited from transporting **CONTRACTING PARTIES'** cargo without proper and correct tax documentation.

24.8. The **SUPPLIER** declares that it has not made mobilization investments, for the purpose of applying the Sole Paragraph of article 473 of the Brazilian Civil Code.

24.9. These General Purchasing Conditions, together with the Supply/Service Agreements, cancel and replace any and all prior understandings between the **CONTRACTING PARTIES** and the **SUPPLIER**, whose object has been the supply in question.

24.10. The Parties agree that the supply regulated by these General Purchasing Conditions and by the Supply/Service Agreements does not generate any exclusivity or minimum volume obligation, and is linked solely and exclusively to (i) the **CONTRACTING PARTIES'** production schedule, (ii) commercial strategies of the **CONTRACTING PARTIES'** sector of activity and, mainly, (iii) demands and requirements of the respective market.

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24.11. When a Supply/Service Agreement is entered into between the **CONTRACTING PARTIES** and a consortium or similar association of **SUPPLIERS**, in any form, each member of each of these consortia or similar associations will be considered a **SUPPLIER** of the Supply/Service Agreement in question, and will be jointly responsible and liable, together with all other members of the aforementioned consortium or similar association, for the fulfillment of all contractual obligations as provided for in the respective Supply/Service Agreement.

24.11.1. The members of the consortium or similar association must nominate a leader from among them, who must have full powers to represent them, to coordinate the consortium or similar association and to ensure the proper execution of the respective Supply/Service Agreement. Such appointment must be notified to the **CONTRACTING PARTIES** immediately after the formalization of the Supply/Service Agreement. If the consortium or similar association is formed by national and foreign **SUPPLIERS**, the leading **SUPPLIER** must be a national **SUPPLIER**.

24.12. The **SUPPLIER** declares to be aware that the **CONTRACTING PARTIES** do not have any interference in the activities carried out by the **SUPPLIER** and, therefore, cannot be held responsible, under any circumstances, for any reduction in the productive capacity and/or idleness of its employees, for the fulfillment of commitments assumed by the **SUPPLIER**, for the recovery of its investments, for the maintenance of jobs or for any other aspects related to the risks of its business activity.

24.13. The **SUPPLIER** declares that it has the necessary means to carry out the Supply/Service Agreement and also recognizes that any investment it may make, any cost or expense incurred thereby in the acquisition of real estate, vehicles, machinery or equipment, as well as any improvements to these assets are and will be at its own risk. The Parties therefore agree that the **SUPPLIER** shall not be entitled to present any claim against the **CONTRACTING PARTIES** for the reimbursement of such investments, costs, expenses or improvements, unless previously and expressly agreed in writing by the **CONTRACTING PARTY** based on an approved investment plan by both Parties.

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24.14. The rights, credits and obligations assumed herein may not be transferred to third parties by the **SUPPLIER** without prior written approval from the **CONTRACTING PARTIES**. Without prejudice to the provisions above, the sale, assignment or transfer, in any manner, of the **SUPPLIER's** shareholding control to third parties may result, at the **CONTRACTING PARTIES'** discretion, upon termination of the Supply/Service Agreement.

24.15. This instrument binds the parties and their respective successors in any capacity.

24.16. Any tolerance by a Party for the delay in fulfilling the obligations contracted by the other Party will not constitute a waiver of rights or novation, and the Party may exercise its rights at any time.

24.17. These General Purchasing Conditions, Supply/Service Agreements and/or other instruments signed between the Parties do not constitute any of the Parties as a representative, agent, employee or attorney-in-fact for the other. Any and all charges of a fiscal, social, labor or social security nature that are due as a direct or indirect result of the supply of goods and/or services will be the exclusive responsibility of the **SUPPLIER**, without any obligation of reimbursement on the part of the **CONTRACTING PARTIES**. The **SUPPLIER**, in this act, exempts the **CONTRACTING PARTIES** from the implications of any joint liability, and undertakes to indemnify and exempt the **CONTRACTING PARTIES** in relation to all labor, social security, insurance, environmental, occupational health and work safety liability on the its employees and any subcontractors.

24.18. If any term or provision hereof is declared null or unenforceable, such nullity or unenforceability will not affect the rest of the General Purchasing Conditions, which will remain fully effective.

24.19. The **SUPPLIER** undertakes to use information protection and security programs that seek to prevent any unauthorized access to its systems, either in relation to those that may be under its direct responsibility, or through a link with the other systems of the **CONTRACTING PARTIES**, or even by using email. The **SUPPLIER's** obligations, whenever it uses systems that interface with the **CONTRACTING PARTIES'** systems, are also:

a) Follow the minimum information security parameters established by the **CONTRACTING PARTIES**;

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b) When requested in writing by the **CONTRACTING PARTIES**, make, as a priority and concurrently, changes to remedy possible security or vulnerability problems in the systems, which have been communicated by the **CONTRACTING PARTIES**.

c) Ensure that the provisions provided by the **SUPPLIER** for storing information (example: magnetic, electronic, optical media) or, even, the technological environments, communication channels between the Parties (example: websites, links, hyperlinks, banners), are free of computer programs or other technological resources that may cause loss of integrity, confidentiality or availability of data or information of the **CONTRACTING PARTIES** or third parties with which the **CONTRACTING PARTIES** maintain a commercial relationship.

24.20. Any doubts that may eventually arise during the term of the Supply/Service Agreement and/or these General Purchasing Conditions must first be discussed between the legal representatives of the Parties. Only after this attempt, and if unsuccessful, should they be taken to the Judiciary.

24.21. The **SUPPLIER** is responsible for contracting and maintaining, at its sole expense, insurance, including those required by law, during the term of the Supply/Service Agreement signed with the **CONTRACTING PARTIES**.

24.22. The relationship established between the **CONTRACTING PARTIES** and the **SUPPLIER** is of a strictly civil nature, not constituting any employment relationship between the employees of each of the Parties and the opposing Party, and the **CONTRACTING PARTIES** and the **SUPPLIER** must bear their respective costs, as sole employers and responsible for such expenses, exempting the opposing Party from any liability in this regard.

24.23. For all legal purposes and effects, the Parties acknowledge and agree that this instrument, together with the Instrument of Acceptance and the Supply/Service Agreement, constitutes an instrument enforceable out of court, pursuant to article 784, subsection III, of the Brazilian Code of Civil Procedure, giving rise to executive action.

24.24. The **CONTRACTING PARTIES** may deduct from any payment due to the **SUPPLIER**, any amount owed by the **SUPPLIER**, in any capacity whatsoever.

24.25. The **SUPPLIER** recognizes that the use of electronic communications will be one of the valid and binding means of communication, and agrees not to question and expressly waives any right to challenge the validity and/or admissibility of any electronic message exchanged in relation

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to the Supply/Service Agreement solely on the grounds that the communication took place using an electronic means without encryption or author certification. The **SUPPLIER** also agrees that all notifications, disclosures, communications or other actions taken by **CONTRACTING PARTIES** through the use of electronic messages, including, but not limited to, emails, satisfy any legal requirement that establishes that this type of communication must be carried out in writing.

24.26. Omissions arising from the execution of the Supply/Service Agreement, which may arise, will be decided between the Parties, obeying the spirit hereof.

24.27. In order to resolve issues related to the planning of goods, shipments, packaging, risk management and other aspects that impact the supply at the **CONTRACTING PARTIES'** plants, the **SUPPLIER** declares to have knowledge, full understanding and comply with the provisions of the Logistic Protocol, a document forwarded by the **CONTRACTING PARTIES** to the **SUPPLIER** and which is available for further consultation on the website <https://SUPPLIER.ivecogroup.com/>.

24.28. The **CONTRACTING PARTIES** may unilaterally update or modify this instrument, at any time and without the need for prior notification to the **SUPPLIER** or any other means of communication other than the publication of the new version on the website <https://SUPPLIER.ivecogroup.com/>, after the necessary registration at the Registry of Deeds and Documents in which it is already registered.

24.29. The Parties elect the Jurisdiction of the Judicial District of the Capital of the State where the **CONTRACTING PARTIES'** unit issuing the Supply/Service Agreement of which these General Purchasing Conditions is a part of is located, excluding any other, however privileged it may be, as the only competent to resolve any issues that may exist between the Parties and that have not been resolved thereby.

Nova Lima/MG, February 9, 2023.

IVECO GROUP:

**ON-HIGHWAY BRASIL LTDA
FPT INDUSTRIAL BRASIL LTDA**

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ANNEX I - TEMPLATE OF INSTRUMENT OF ACCEPTANCE TO THE GENERAL CONDITIONS FOR PURCHASING DIRECT MATERIALS

By this instrument, in the capacity of **ADHERING PARTY** and **SUPPLIER**, **[INSERT THE CORPORATE NAME OF THE CUSTOMER]**, [legal entity governed by private law or individual], with [headquarters or domicile] in the city of [INSERT THE CITY], State [INSERT THE STATE], at [INSERT THE FULL ADDRESS, WITH NUMBER, SUPPLEMENT (IF ANY), DISTRICT AND POSTAL CODE], registered with [CNPJ/MF or CPF/MF] under No. [INSERT CNPJ/MF or CPF/MF NUMBER], [represented hereby in the form of its Statute/Articles of Incorporation in force,] hereinafter referred to simply as “**SUPPLIER**”, formalizes its ADHESION to the **GENERAL CONDITIONS FOR PURCHASE OF DIRECT MATERIALS IVECO GROUP**, through the execution of this *INSTRUMENT OF ACCEPTANCE*, hereinafter simply “*AGREEMENT*”, which will be governed by the following clauses and conditions:

WHEREAS:

- (i) The commercial relationship dealt with in this AGREEMENT is subject to the GENERAL CONDITIONS FOR PURCHASE OF DIRECT MATERIALS IVECO GROUP, of which this document is attached, and other relevant legalizations.
- (ii) All the DEFINITIONS established in the GENERAL CONDITIONS OF PURCHASE OF DIRECT MATERIALS IVECO GROUP apply hereto.
- (iii) The relationship between the Parties will take place with total technical and operational independence, without obligations of exclusivity and/or economic dependence, with no interest in maintaining a bond of subordination;
- (iv) The **SUPPLIER** will execute the Supply/Service Agreement without its own establishment or at the **CONTRACTING PARTIES'** establishments, as the case may be;
- (v) The **SUPPLIER** ensured that it has full conditions to supply goods to **CONTRACTING PARTIES**, in accordance with their needs, always using the best techniques and resources available in the market;
- (vi) The **SUPPLIER** will make available and use all the equipment necessary for the full and perfect performance of the Supply/Service Agreements;

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- (vii) Every negotiation process that took place between the Parties was (and always will be) guided by the highest principles of ethics and good faith in the conduct of business, as well as market practices, in which the needs were (and always will be) discussed and defined the conditions for the execution of any and all Supply/Service Agreement.

CLAUSE ONE - PURPOSE

1.1. The purpose hereof is the adherence, by the **SUPPLIER**, to the GENERAL CONDITIONS FOR THE PURCHASE OF DIRECT MATERIALS IVECO GROUP, duly registered in [INSERT THE DATE], in the [INSERT THE NUMBER] registry of deeds and documents of the district of [INSERT LOCATION], State of Minas Gerais, under no. [INSERT REGISTRATION NUMBER], hereinafter simply "General Conditions of Purchase of Direct Materials", of which this is an Annex.

CLAUSE TWO – TERM

2.1. This INSTRUMENT, subject to the conditions established in the General Conditions for the Purchase of Direct Materials and in the Supply/Service Agreements, will be in force from the date of its signature and will remain in force as long as the supply of goods and/or provision of services by the **SUPPLIER** to **CONTRACTING PARTIES**, in accordance with the Supply/Service Agreements.

2.2. The term hereof will end, without fail, under the terms established in the General Conditions for Purchasing Direct Materials or in the Supply/Service Agreements.

CLAUSE THREE - GENERAL PROVISIONS:

3.1. The **SUPPLIER** hereby expressly and irrevocably declares that it has received, read, knows and accepts, fully, irrevocably and irreversibly, the entire content of the **GENERAL CONDITIONS FOR PURCHASE OF DIRECT MATERIALS IVECO GROUP**, which it is adhering to by signing this AGREEMENT, therefore, all clauses and conditions established in that document are ratified.

3.1.1. The **CONTRACTING PARTIES** may unilaterally update or modify the General Conditions for the Purchase of Direct Materials, at any time and without the need for prior notification to the **SUPPLIER** or any other means of communication other than the publication of the new version on its official website after the necessary registration with the Registry of Deeds and Documents in which it is already registered, and the **SUPPLIER** must check any updates constantly on the website mentioned here or at the respective Notary.

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Registration No. (Elise Finch) 38257 03/20/2023										
	Fees	State	State Finance Department	Civil Register	State Court of Appeals	Public Prosecution Office	ISS	Conduction	Other Expenses	Total
	BRL 541.55	BRL 0.00	BRL 0.00	BRL 32.30	BRL 174.74	BRL 0.00	BRL 27.08	BRL 0.00	BRL 0.00	BRL 775.67



3.2. The obligations contracted by the Parties under this instrument are extensive and binding on their respective heirs and/or successors, in any capacity.

3.3. Each Party will bear all taxes levied and required hereunder, in accordance with current tax legislation.

3.4. In the event that any provision hereof is considered invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

3.5. This instrument constitutes an instrument enforceable out of court, pursuant to Article 784, subsection III, of the Brazilian Code of Civil Procedure.

3.6. The **SUPPLIER** expressly declares that it was assisted by its lawyers and that have the necessary knowledge and clarity for the correct understanding of the terms established herein.

3.7. If the **CONTRACTING PARTIES** have to resort to any measure, judicial or extrajudicial, for the collection or liquidation of their eventual credits and/or rights, the **SUPPLIER** will reimburse the expenses provenly incurred for this purpose, plus the attorney fees that may be arbitrated.

3.8. The signatories of this instrument declare, under the penalties of the law, that they have all the powers and necessary authorizations to do so, also signing this TERM, free of any coercion.

3.9. Any notice or other communication from one Party to another regarding this AGREEMENT, the General Conditions for Purchasing Direct Materials, or even the Supply/Service Agreements, must be made through the representatives mentioned below, who will be responsible for the supervision and management hereof, the General Conditions for Purchasing Direct Materials and the Supply/Service Agreements:

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TO:	CONTRACTING PARTIES:	SUPPLIER
CARE OF:	[TO BE INSERTED]	[TO BE INSERTED]
ADDRESS:	[TO BE INSERTED]	[TO BE INSERTED]
TELEPHONE:	Work: +55 [TO BE INSERTED] Mobile: +55 [TO BE INSERTED]	Work: +55 [TO BE INSERTED] Mobile: +55 [TO BE INSERTED]
EMAIL:	[TO BE INSERTED]	[TO BE INSERTED]

3.10. The **SUPPLIER** declares that all the information provided herein is true, being responsible for such, as well as undertaking to immediately inform the **CONTRACTING PARTIES**, in writing, in case of any alteration of the information provided herein.

CLAUSE FOUR - JURISDICTION:

4.1. This instrument will be governed by the Laws of the Federative Republic of Brazil, with the Jurisdiction of the Judicial District of the Capital of the State where the unit of **CONTRACTING PARTIES** issuing the Supply/Service Agreement is located, excluding any other, however privileged it may be, as the only person competent to know and solve any possible doubts arising from this AGREEMENT, the General Conditions and the Supply/Service Agreements that have not been resolved by them, waiving any other, however privileged it may be, notwithstanding **CONTRACTING PARTIES** may opt for the **SUPPLIER's** domicile.

IN WITNESS WHEREOF, the **SUPPLIER** has EXECUTED this INSTRUMENT OF ACCEPTANCE to the IVECO GROUP GENERAL CONDITIONS FOR THE PURCHASE OF DIRECT MATERIALS, in 02 (two) counterparts of equal content and form, in the presence of the witnesses qualified below, in order to produce all legal purposes and effects.

[PLACE], [DATE].

[SIGNATURE OF LEGAL REPRESENTATIVE(S)]

[INSERT SUPPLIER 'S CORPORATE NAME]

Witnesses:

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1) [SIGNATURE OF WITNESS]
Name: [WITNESS NAME]
[No. WITNESS ID]
CPF/MF: [No. OF THE WITNESS' CPF]

2) [SIGNATURE OF WITNESS]
Name: [WITNESS NAME] ID Card:
ID card: [No. OF THE WITNESS' ID Card]
CPF/MF: [No. OF THE WITNESS' CPF]

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ANNEX II - LATAM GENERAL FIELD GUARANTEE CONDITIONS (“Technical Factor” Management)

1. Interpretations and definitions.

1.1 Definitions:

- 1.1.1. **Iveco group:** means the contracting company **iveco group**, which may be, depending on the situation, **on-highway brasil ltda.** Or **fpt industrial brasil ltda**, through its headquarters, branches and possible affiliates.
- 1.1.2. **Affiliate:** means, in relation to a party, any legal entity incorporated, now or in the future, fifty percent (50%) or more of whose capital or voting capital or registered capital is owned or controlled, directly or indirectly, by said party
- 1.1.3. **General conditions of field warranty:** means this document, contained in the general conditions of purchases of direct materials
- 1.1.4. **Distributor:** means a third party that has a contract with **iveco group** for the supply of units and/or spare parts to be sold to end customers/retailers.
- 1.1.5. **Epidemic failure:** means an increase equal to or greater than 10% (ten percent) in the failure rate of the component.
- 1.1.6. **Field:** means the units or products that are no longer in the hands of **iveco group** (distributor; customer...)
- 1.1.7. **FPT OEM customer:** means the original equipment definitive customer (oem) who is the purchaser of the engines manufactured by **IVECO GROUP**, on which the products are installed, in order to install them on the equipment, vehicle or machinery
- 1.1.8. **GPTC:** means the **IVECO GROUP** general purchasing conditions
- 1.1.9. **Parts recall center:** means the locations where **IVECO GROUP** has facilities to store parts that have been replaced under warranty
- 1.1.10. **PMP:** means product improvement program, previously known as recall campaign
- 1.1.11. **Product(s):** means the product(s), including all components, raw materials and sub-assemblies sold by the supplier to **IVECO GROUP**.
- 1.1.12. **Standard repair time manual:** means the manual or internet site that **IVECO GROUP** provides to its distributors.

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1.1.13. **Unit:** means the equipment/vehicle sold by **IVECO GROUP**, identified by a unique vin code or serial number

1.1.14. **Vin code::** vehicle identification number, also known as “unit serial number”

1.1.15. **Warranty start date:** means the date of first intended use by the end customer, as recorded by: (i) the **iveco group** distributor in the **iveco group** warranty databases and/or (ii) the **fpt oem** customer

1.1.16. **Zero hour failures:** means the failure of a product in which the defect is discovered on receipt of products at the IVECO GROUP manufacturing plant or when the defect is discovered in the reprocessing of semi-finished products or when the defect is discovered on the production line or in a functional check after assembly.

2. Scope of warranty.

2.1 This document contains the terms and conditions for the field warranty of the products, given by the supplier to **IVECO GROUP**. The supplier's liability towards **IVECO GROUP**, within the scope hereof, shall extend to the entire product, including all components, raw materials and sub-assemblies thereof, whether supplied or maintained by the supplier or suppliers and subcontractors of its subcontractors. However, this agreement will not in any way limit each party's liability and legal liability, nor will it limit any claims that each party may have against the other arising out of that liability/obligation.

2.2 These terms shall not apply to Zero Hour Failures.

3. Supplier warranties.

3.1. The supplier warrants that the products:

- will be of commercial quality and suitable for the specific purpose for which they are intended;
- they will be free from any design defects (if the supplier designs or changes the designs for iveco group), material or finish;
- they will comply with the specifications, quality standards and other applicable standards provided by iveco group to the supplier; and
- comply with all applicable governmental, federal, state, county, provincial and local laws and regulations, including, without limitation, safety, environmental and consumer laws, and other legal requirements.

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4. Warranty period.
- 4.1 With respect to the date of failure of the product, supplier shall cover the warranty set out in **clause 3.1** for the product, for a period (the “**warranty period**”) of:
- a) In the case of a product originally installed in the unit: as specified in **Table 1 (columns ref. A);**

b) In case of a product installed on the unit by the distributor (or FPT OEM Customer) to repair a previous failure: as specified in **Table 1 (column ref. B).**
- 4.2 The warranties contained in **Sections 3.1(c) and 3.1(d)** shall not be subject to expiration.
- 4.3 The warranty will apply to all products whose warranty period has not expired on the date of signature of the GENERAL PURCHASE CONDITIONS.
5. Return and inspection of defective products.
- 5.1 **IVECO GROUP** is entitled to request the supplier to perform root cause analysis and/or implement a corrective action plan and/or perform a review of the current warranty conditions, based on samples of defective products returned from iveco distributors group.
- 5.2 **IVECO GROUP** will decide, at its sole discretion, where to sample the defective products, either to the most convenient **IVECO GROUP** parts recall center in the same region where the product failure occurred, or an alternative location designated by **IVECO GROUP**. As requested by **IVECO GROUP**, the supplier must then analyze the products at the location defined by **IVECO GROUP**. After the visit, the supplier may request that the products be sent to an address in brazil at the supplier's plant or as agreed between the parties.
- 5.3 The following requirements will apply to all returns of defective products:
- a) **IVECO GROUP** will include a label on the product, containing the **IVECO GROUP** part number, the **IVECO GROUP** demand number and the vin code or unit serial number.

b) Supplier will review each product for which a return has been requested and send the results of that review in electronic format (i.e. 8d report or Equivalent troubleshooting reports) to **IVECO GROUP** within fifteen (15) days after supplier receives the product.

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- c) the supplier will use its best efforts to identify the cause of the failure and the responsibility of each party. If the supplier fails to fulfill its obligation under this **Section 5.3(b)**, liability for the defective product shall be deemed to be 100% the responsibility of the supplier.
- d) the supplier is responsible for preserving the product for 90 (ninety) days from the date on which the failure analysis is provided to **IVECO GROUP** (or until instructed otherwise by **IVECO GROUP**) in a controlled environment on the premises of the supplier.

6. Recovery of warranty costs.

- 6.1 The terms and conditions relating to the management of claim processes and the reimbursement of warranty costs are detailed in **addendum a.1**, below.
- 6.2 Warranty cost reimbursements are calculated based on the costs incurred by **IVECO GROUP** with its distributors. This basis includes all categories of reimbursement to the distributor (parts, labor, extra expense, etc.).

7. Product corrective actions.

If the analysis by **IVECO GROUP** or the analysis by the supplier of the product concludes that the supplier is, in whole or in part, responsible for the warranty liability of the defective product, the supplier will deliver to **IVECO GROUP** a corrective action plan within 30 (thirty) days after such completion. The supplier will first obtain written permission from the quality engineering and/or purchasing departments of the **IVECO GROUP** if any of these corrective actions involve a change in the products or their manufacturing process.

8. Product improvement programs - pmp (recall campaigns).

- 8.1 Without prejudice to the provisions of the gptc, when it has been determined that the product is responsible for repetitive failures, which either (i) affect the safety or reliability of the units or, in any case, their compliance with applicable law, or (ii) cause material end-user dissatisfaction, and such failure is: (a) attributable to the design of the product; or (b) attributable to supplier's manufacture of the products; or (c) caused by inadequate adequacy of notices or instructions; or (d) is a consequence of any other breach by the supplier of the warranties

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established herein, which requires all products to be repaired or replaced, the party that first becomes aware of this event shall notify the other party, so that the terms and conditions for the release and conduct of any required product improvement program (“PMP”) are defined.

- 8.2 Pmp's are managed by **IVECO GROUP** separately from warranty claims; therefore, in the event that a pmp has to be released, the parties will negotiate, in good faith, the terms and conditions, with specific reference to its feasibility, liability and also the costs incurred by **IVECO GROUP** based on **Clause 6.2**, plus reasonable pmp administrative costs.
- 8.3 the supplier will actively assist **IVECO GROUP** in the execution of any pmp, which will be fully included in the discussions with **IVECO GROUP**, to resolve the matter promptly; the supplier will promptly remedy any defect in the products, including without limitation the costs of material, labor, travel, transport, tooling requirements and all general expenses incurred by **IVECO GROUP**.

9. Warranty period expiration.

- 9.1 In the event that the warranty period, as stated in clause 4 hereof, has expired and either:
- a substantial increase in the number of product failures or defects in the product being discovered (provided that the same number of failures or defects are also discovered within the warranty period); or,
 - a defect in the product is discovered that poses a significant threat to the health or safety of any person and no pmp has been defined, the parties will negotiate in good faith to agree on a reasonable solution.

Table 1 - warranty period.

Business sectors	Re. A IVECO GROUP Months from warranty start date	Re. B Spare parts Months since installation
Heavy commercial vehicles	36	12
Medium-size commercial vehicles	36	12

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Light commercial vehicles	36	12
Special vehicles	48	12
Bus	48	12
Engine & transmission assembly	48	12

Addendum a.1

“Technical Factor” Management

IVECO GROUP and the supplier agree to manage the reimbursement of the warranty cost using the technical factor (tf) procedure detailed in this annex and as detailed in the main body hereof.

1. Scope of the technical factor.

- 1.1. **IVECO GROUP** defines the “**Sample Markets**” as brazil and argentina.
- 1.2. **IVECO GROUP** defines “Sample Products” as all products supplied by iveco group.

2. Warranty costs reimbursement procedure.

2.1. **IVECO GROUP** defines the tf procedure calculated in the warranty claims for the sample products in the sample markets, including or not the returned defective products, for a detailed assessment in relation to the failures worldwide that occur during the continuous analysis period.

2.2. The return and analysis of defective products will be managed in accordance with the procedure detailed in **Clause 5** of the LATAM field warranty general conditions.

2.3. The result of the analysis of the sample products from the sample markets will result in the definition of a technical factor (the “tf%”) for all products delivered to **IVECO GROUP** (or an aggregate of products as agreed treated separately), ranging from 0% to 100%. If the technical analysis is inconclusive, the parties agree to share responsibility, each bearing 50% of the warranty costs.

2.4. Within 120 (one hundred and twenty) days from the approval of the guarantee, **IVECO GROUP** will send a summary of warranty expenses (wes) to the supplier, containing a list of all expenses with warranty claims for the component supplied to **IVECO GROUP**.

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2.5. The warranty costs to be reimbursed by the supplier (the “**supplier warranty refund**”) to **IVECO GROUP** will be calculated by applying the tf% to the total value of warranty claims for all markets.

2.6. Reimbursement by the supplier to **IVECO GROUP** will be made through the payment of accounts. If it does not have a balance, **IVECO GROUP** may issue a debit note in the amount due.

2.7. **IVECO GROUP** defines it as an experimental tf of 50% (fifty percent) and may at its discretion be applied for a period of 12 (twelve) months, until a new assessment of tf% is completed.

3. Quality costs not included in tf refund.

3.1. Costs incurred via the PMP or outbreak processes will NOT be included in the TF refund:

- a) all claims relating to a product improvement program (PMP) (see **Clause 8** of the general latam field warranty conditions) will be subject to separate assessment and conditions, and reimbursement will be in addition to tf reimbursements.
- b) for all activations resulting from an epidemic failure in a limited number of products, **IVECO GROUP** will be entitled to an extra compensation, to be calculated based on the number of non-conforming parts delivered by the supplier, in accordance with **Clause 6** of the general terms and conditions latam field assurance and taking into account the number, importance and impact of epidemic triggers.