

# GENERAL CONDITIONS OF PURCHASE

The following General Conditions of Purchase (“GCP”) are applicable to any request for information, quotations, acknowledgements, call of tenders, delivery schedule, call-offs, blanket orders, and/or to any purchase order (“Order”) placed by the customer (“Customer”) for products and/or services (“Supply”) with a supplier, service provider or subcontractor (“Supplier”). Supplier acknowledges and agrees that Customer: a) has not made any representations or warranties that Customer will purchase a minimum amount of Supply at any time from Supplier or that Customer will exclusively purchase the Supply from Supplier; b) has not in any circumstances a purchase obligation of the Supply through any blanket orders. Failure to acknowledge receipt of Order within 2 working days, Supplier’s commencement of work or performance constitutes acceptance of Order. Customer objects to any provisions appearing in, incorporated in, referenced in, or attached to Supplier’s quotations, acknowledgements, invoices or any other documents. The order of prevalence for the documents referring to the Supply shall be the following descending order of priority: 1) the Order, 2), if applicable any specific conditions and their appendices, 3) the present GCP.

## **1. Form of Orders**

Any Order shall be binding only if made in writing and released by Customer’s authorized persons. Customer may provide that commercial transactions with Supplier for the purchase of the Supply shall be performed in whole or in part by Electronic Data Interchange (EDI) or any other means. The parties waive to challenge the validity and the appropriateness of an electronic Order form. When a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, an electronic Order and subsequent electronic notice of acceptance thereof by Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order and of its acceptance by Supplier.

## **2. Price**

**2.1** Unless otherwise specified in Order, the prices are firm, fix and not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, storage and transport and unloading of the Supply. These prices are expressed in Brazilian Reals currency and inclusive of any taxes, duties and tariffs. Supplier shall offer to Customer the best and competitive prices of the Supply. In the event that Customer observes that the prices for the Supply set in Order are higher than the market terms for the Supply of comparable quantity and quality, the parties shall in good faith agree on a renegotiation of the prices to the extent to reach same or equivalent market prices. In case the parties fail to reach an agreement, Customer shall be entitled to terminate Orders as per the provisions set out in article Termination hereinafter.

**2.2** Unless otherwise specified in Order, payments shall be made at the end of the month following a 45 days period from the date of issue of the invoice subject to compliance by Supplier of the terms and conditions of Order. Payment shall be made in the manner provided for in Order. In the event Customer disputes all or part of an invoice or a Supply, the obligation to pay the associated amount in dispute shall be suspended.

**2.3** In the event of late payment by Customer attributable to Customer, the late payment penalties to be applied by Supplier is in an amount equal to one percent (1%) of interests per month plus a penalty of two percent (2%) and monetary readjustment in accordance to the IGP-M/FGV index (Market General Price Index calculated by the “Fundação Getúlio Vargas”).

**2.4** Unless otherwise specified, Supplier warrants the prompt availability of the Supply and all replacement and spare parts for a minimum period of 15 years from the date of Order. Unless otherwise agreed by Customer, the price for replacement or spare parts shall not be subject to any revision. After a first period of 5 years from the end of the related serial production, Customer may accept that the price for

the replacement or spare parts may be amended or updated. Such price revision shall be made upon mutual agreement between the parties.

## **3. Delivery-Packaging-Labeling-Acceptance of the Supply COMPLIANCE WITH DEADLINES, DELIVERY TIMES AND QUANTITY IS AN ESSENTIAL CONDITION.**

**3.1** All deliveries shall be performed in accordance with the Incoterms® 2010 of the International Chamber of Commerce (“ICC”). Should Order be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the ICC Incoterms® 2010, at the place of delivery agreed, during working days and normal working hours. The place of delivery shall be that set out in Order.

**3.2** Customer is entitled to change the place of delivery by notifying Supplier in writing of such change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to Customer’s prior written consent.

**3.3** Supplier shall be responsible for packing the Supply in a way that shall be suitable for the means of transport used and in accordance with Customer’s packing requirements. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be duly labelled and packed in an appropriate manner and the parcels marked by Supplier in compliance with Customer’s packing requirements and all applicable statutory provisions and moreover as provided for in Order.

**3.4** Whenever failure to comply with deadlines, delivery times and quantity is foreseeable, Supplier shall inform Customer immediately in writing of extent of and reasons for the non-compliance. In case Supplier does not comply with the deadlines, delivery time (whether by early or late delivery) and quantity defined in Order and absent written acceptance by Customer of the new deadline, delivery time and quantity, Customer shall be entitled, at Supplier’ risks and cost, to either return to Supplier the Supply or otherwise to store the same until it is taken back by Supplier.

**3.5** Customer may apply penalties amounting to 0.5 percent of the total Order price per day of delay up to 10 percent of the total price Order, except if Supplier is able to prove that it and/or they did not cause such delay. The payment by Supplier of these penalties shall not affect Customer’s right to claim damages against Supplier, in addition to the refund of sums already paid by Customer for the Supply (if any), and/or to terminate all or any part of Order in accordance with the provisions of article Termination.

## **4. Change**

Customer reserves the right to modify any provisions of Order, at any time upon written notice to Supplier. Within 2 working days of such notice, Supplier shall indicate to Customer the unavoidable consequences on prices/delivery times of such modifications with all justifying documentation. After this period of time, no claim or objection can be made by Supplier. Any modifications shall be reflected through an amendment to Order.

## **5. Transfer of Title- Transfer of Risk**

**The transfer of title shall occur on delivery of Supply, except if all or part payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified.** In the latter case, Supplier undertakes to identify the Supply by Customer’s name and/or logo if any, as and when manufactured, in such a way that it cannot be confused with Supplier’s own stock or with any other supplies to be delivered to third parties. Supplier shall ensure that its suppliers provide similar waiver. Supplier waives any right to rely on any title retention clause not expressly agreed by Customer. Supplier shall ensure that its own supplier’s chain do the same. Risk of loss or damage to the Supply shall pass to Customer upon delivery at the agreed place of delivery.

## **6. Quality**

## **COMPLIANCE WITH CUSTOMER'S QUALITY REQUIREMENTS IS ONE OF UTMOST CUSTOMER'S EXPECTATIONS.**

Supplier represents that it complies with Customer's quality requirements and it has a quality management system in place. Supplier shall consult Customer before modifying its quality management system. Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in conformity and free from defects. Supplier undertakes to promote continuous improvement in its quality management system and process. Upon written request from Customer, Supplier undertakes to provide to Customer all information necessary related to the quality controls performed in relation with the Supply.

### **7. Audits and Inspections**

**7.1** Subject to Customer notifies 24hours in advance Supplier, Customer or its representatives (including the customers of Customer) shall be entitled to inspect Supplier's premises at any time during normal business hours to audit Supplier's processes, quality systems and certifications or any other investigation as may be necessary. In the event of such audits reveals that Supplier does not comply with Customer's quality requirements, Supplier shall, without delay and/or cost to Customer, take all appropriate remedial measures to achieve Customer's quality requirements.

**7.2** It is expressly agreed by Supplier that Customer may but is not obliged to inspect or test the Supply. Any such audits or inspections conducted by Customer or its representatives shall not constitute acceptance of any Supply. These audits and inspections carried out by Customer including any payments made by Customer shall not reduce Supplier's liability in any way whatsoever and shall not affect Customer's right to claim damages and/or terminate Order.

### **8. Warranty**

**8.1** In addition to any other warranty available to Customer, Supplier shall expressly warrants that the Supply shall be: (i) merchantable, safe and fit for Customer's purposes; (ii) free from any defect; (iii) new and highest quality; (iv) designed and manufactured as per the latest industry level knowledge; (v) in strict compliance with any specifications, samples, drawings, designs or other requirements approved and/or submitted by Customer and relevant standards; (iv) RoHS and REACH regulations compliant together with the packing thereof; (iiv) free from defects in title without limit as to time. Supplier warrants that the Supply and the packing thereof shall not contain substances that endanger environment and human health as per any applicable regulation.

**8.2.** In the case of Supply supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Supply to Customer and, end on the expiration date of the warranty Customer's customer grants to its end consumer for the vehicle or other finished product on which such parts, components or systems are installed. It is expressly agreed by the parties that the minimal warranties period shall not be lower than 36 months from the receipt of the Supply, unless otherwise provided by applicable laws. Any Goods that fails to meet any warranty requirement may, at Customer's sole option, be returned for a refund, repaired, replaced or re-performed at no cost to Customer. Customer may take all appropriate measures to remedy the same itself or through a third party at Supplier's cost and risks. In any event, Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses costs of returning the Supply and any spare parts and labor associated therewith and will reimburse Customer for all losses, costs and damages caused by such non-conforming Supply. Such costs and damages may include costs and expenses and losses of Customer and/or its own customers arising from: (a) inspection, sorting, repair or replacement of any non-conforming Supply or any system or component that incorporates such non-conforming Supply; (b) production interruptions or slowdowns; (c) removal of vehicles or component systems from the manufacturing or assembly process; and (d) payments made to Customer's customers under any applicable warranty programs or policies.

### **9. Recall of Supply**

Without any limitation to Customer's other rights, if any Supply provided by Supplier fails to comply with Customer's warranties, quality, and safety requirements, whenever during or after warranty period, leading to a recall of any Supply including but not limited to the defective Supply, whether such recall be made by Customer or any other party, Supplier shall indemnify Customer against all actions, claim, damage incurred or arising as a consequence of any such recall.

### **10. Insurance**

Supplier shall take out and maintain, at its cost, sufficient insurance coverage from first class insurance company, to cover its obligations and liabilities under Orders such as public and product liability insurance and property damage insurance. Supplier shall produce insurance certificates evidencing compliance therewith on Order date and every subsequent year. Unless otherwise specified, the total amount of damage covered by the insurance policy shall not be less than the amount in Brazilian Reais equivalent to 1, 000, 000, 00 Euros.

### **11. Confidentiality-Intellectual Property Rights-Infringement-**

**11.1** Supplier shall (i) keep confidential any and all information in connection with the request for quotations, performance of Order, whatever the subject (including, but not limited to, technical, industrial, financial, commercial), the nature and form of the said Customer's information (e.g. know-how, methods, processes, technical or installation details, whether written, oral, electronic or otherwise), (ii) not disclose any of them to any third party without Customer's prior written consent and (iii) promptly return them at Customer's request. This obligation of confidentiality shall subsist throughout the execution of Order and for 5 years from its expiration or termination. The foregoing shall not apply if Customer's information is or becomes publicly available or is rightfully received by Supplier from a third party. Supplier shall not be entitled to use nor refer to the business names, trademarks or logos used or owned by Customer without its prior written consent.

**11.2** Supplier shall assign and transfer to Customer, and warrants the assignment and transfer by its personnel, its suppliers (if any) and their personnel, of all intellectual property rights and know-how pertaining to any results generated by Supplier or its suppliers to meet Customer's requirements, including but not limited to plans, studies, models, designs and drawings, technical documentation, manuals and documents (hereinafter referred to as "Results"). The assignment and transfer shall be exclusive and shall include all rights to exploit such Results: the rights of (i) reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation, (ii) making, offering, putting on the market, importing, exporting, stocking or using a product, a process or a product obtained directly by a process. This assignment and transfer shall be made for the whole duration of the intellectual property rights, for all countries and in all languages. The assignment and transfer of intellectual property rights shall occur as soon as such Results are created. If applicable, and in consideration for the remuneration included in the price specified in Order, Supplier grants to Customer, a perpetual, non-exclusive free of charge right to use (including to adapt) and sub license the use of any intellectual property rights or know-how owned or used by Supplier's in relation to the design, manufacture and/or sale of the Supply.

**11.3** Supplier warrants that the Supply does not infringe any intellectual property right of a third party nor may give right for unfair competition. In case of breach of this undertaking, Supplier shall indemnify and hold harmless Customer and its customers against any claims, costs, damages, expenses or actions in connection therewith. In the event of a risk of a claim or action, Supplier shall take all steps necessary to ensure that the risk of infringement is eliminated, shall inform Customer thereof and shall take into account Customer's business constraints. Supplier shall, at its own costs and at the sole option of Customer, obtain the right for Customer and its customers to continue to use the Supply, or replace or modify the Supply with substantially equivalent non-infringing Supply so that the infringement ceases. Such replacement or modification shall be performed within the periods compatible with the requirements of Customer. Failing such replacement or modification, Supplier shall

refund to Customer the price of the Supply. Customer may elect to have sole control of any claim. The above provisions do not affect Customer's right to claim damages against Supplier.

## **12. Tools**

Tools, dies, moulds, jigs, fixtures, patterns, machinery, special test equipments, gauges and all other means of production which have been provided or paid by Customer ("Tools"), shall be or remain the exclusive property of Customer and shall be clearly identified as such. Supplier will indemnify and defend Customer against any claim or lien adverse to Customer's ownership of Tools. Supplier shall use Tools only for Order's purpose and shall be responsible for any loss or damage to Tools while in its possession or control. In the event of loss or damage to Tools, Supplier shall pay to Customer the replacement value (fair market value) of Tools. Such Tools may be removed by Customer at any time without extra cost. Supplier shall check such Tools before and during the period the Supply are being performed and/or manufactured. Nothing herein shall be construed as imposing on Supplier to provide any Tools. Supplier's manufacture, preparation or alteration of Tools shall not give title to Supplier. Supplier shall not relocate Tools without Customer's prior written consent.

## **13. Compliance with laws and to Customer's Code of Ethics**

**13.1** Supplier and the Supply shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or final use or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Supply, including, but not limited to, those relating to health, safety and/or environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection. Supplier agrees to comply with all applicable anti-corruption laws that neither it nor any of its suppliers will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. Supplier shall acquaint itself and comply with the provisions of available Customer's code of ethics. Supplier shall ensure that its suppliers comply with the above requirements and, at Customer's request, shall certify in writing its compliance with this article 13.

**13.2** Supplier will indemnify and hold Customer and its customers harmless from and against any liability, claims, demands or expenses arising from or relating to Supplier's non-compliance.

## **14. Termination**

**14.1** Customer shall be entitled to terminate without Courts' prior approval all or any part of Order at any time for convenience by giving to Supplier at minimum 15 calendar days written notice. Supplier shall produce only the limited quantities of Supply that can be completed until the termination date under its normal production schedule. Customer's sole liability is to pay for finished Supply that has been produced specifically to Customer, as is completed up to the termination date, and as accepted by Customer, provided that Supplier has taken all necessary actions to mitigate its costs and expenses.

**14.2** Customer shall be entitled to terminate without Courts' prior approval all or any part of Order in the event of breach of any of its obligation by Supplier (including but not limited to-compliance with provisions of the following articles 3, 6, 7, 8, 9, 10, 13) that is not remedied within 15 calendar days after receipt of a written notice to do so. The termination shall be effective immediately in case the breach cannot be remedied by Supplier.

**14.3** Customer shall be entitled to terminate all or any part of Order without Courts' prior approval and with immediate effect in the event of a contribution by Supplier of assets to another company, a change of control of Supplier or if Supplier goes out of business.

**14.4** Unless contrary to any statutory provision, Customer shall be entitled to terminate without Courts' prior approval with immediate effect all or any part of Order if (i) proceedings under bankruptcy or insolvency law as are instituted against Supplier, (ii) a receiver is appointed over any of the property of Supplier; (iii) Supplier makes any voluntary judgment with its creditors or becomes subject to an administration or, (iv) Supplier becomes insolvent

**14.5** In case of termination pursuant to articles 14.2, 14.3 or 14.4, the right to terminate any or all part of Order is without prejudice to its rights to claim damages against Supplier and to recover any amounts already paid.

## **15. Applicable law and Jurisdiction**

**ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS WITH THE LAWS OF THE BRAZILIAN FEDERAL REPUBLIC EXCLUDING APPLICABLE RULES OF CONFLICTS OF LAW. APPLICATION OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG), SIGNED IN VIENNA ON 11 APRIL 1980 IS HEREBY EXPRESSLY EXCLUDED. ANY AND ALL DISPUTES WHICH MAY ARISE OUT OR IN CONNEXION WITH ORDER SHALL BE EXCLUSIVELY SETTLED, IN THE ABSENCE OF AMICABLE SETTLEMENT, BY THE JURISDICTION OF THE RELEVANT COURTS OF CUSTOMER'S HEAD OFFICE NOTWITHSTANDING PLURALITY OF DEFENDANTS AND/OR CALL IN GUARANTEE. IN THE EVENT OF SUMMARY PROCEEDINGS, CUSTOMER MAY INITIATE LEGAL PROCEEDINGS BEFORE ANY OTHER COURTS OF ITS CHOICE.**

## **16. Miscellaneous**

Supplier hereby expressly acknowledges and accepts that there will be no joint and several liability between Customer and other Customer's affiliate company. Consequently, each ordering legal entity will remain solely responsible for the performance of its obligations towards the Supplier arising out of or in relation to the Order. Supplier shall not assign, transfer, subcontract, or convey any right and obligation under Order to any third party without Customer's prior written consent. Customer shall be entitled to assign, delegate, transfer, subcontract, or convey any right and obligation under Order to any third party without Supplier's prior written consent. The invalidity of whole or part of any provision of Order shall not affect the validity of other provisions. Any waiver of any of the terms hereunder by Customer shall not be deemed to be a waiver of any subsequent breach or default of any of the terms herein.