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	Fees	State	State Finance Department	Civil Register	State Court of Appeals	Public Prosecution Office	ISS	Conduction	Other Expenses	Total
	BRL 482.79	BRL 0.00	BRL 0.00	BRL 28.80	BRL 155.21	BRL 0.00	BRL 24.17	BRL 0.00	BRL 0.00	BRL 690.97



GENERAL CONDITIONS OF PURCHASE OF INDIRECT MATERIALS IVECO GROUP

These General Purchasing Conditions of Indirect Materials, 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”.

The conditions established in the Specific Legal Instrument prevail, if conflicting, over the provisions of the Purchase Request and/or Purchase Order and over these General Purchasing Conditions for Indirect Materials, in the same way as the conditions established in the Purchase Order and/or Purchase Order prevail, if conflicting, over the provisions hereof.

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, provision of services of any nature and/or contract;

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1.1.3. **GOODS:** means, for example, not only parts, accessories, products, but also engineering, cleaning, transportation, logistics, and other services not specified here, object of Supply/Service/Turnkey Agreements;

1.1.4. **SUPPLY/SERVICE/TURKEY AGREEMENT:** means any Purchase Order services and/or 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 executed/signed between the **CONTRACTING PARTIES** and the **SUPPLIER** specifically to regulate a certain supply, provision of services of any nature and/or turnkey agreement;

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

1.1.8. **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 turnkey agreements, provision of services, whether for the manufacture and supply of materials.

1.1.9. **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/Turnkey Agreements;

1.1.10. **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**.

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1.1.11. **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, service or turnkey contract is conditioned to that pre-established by the execution schedule agreed by the Parties;

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

1.1.13. **INDIRECT MATERIAL:** acquisition of all goods, equipment and services of any nature applied to the operational activities of the company and/or turnkey agreement, as well as logistical services and land transport, with the exception of materials directly linked to the final product.

2. PURPOSE

2.1. The purpose hereof is to regulate, subject to the specific legal and business 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 of indirect materials.

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

3. PURCHASE ORDER

3.1. These conditions apply to all Supply/Service/Turnkey 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 the 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, provision of services, turnkey agreement, under the terms of item 4.6.

4. PROPOSAL AND ACCEPTANCE TO THE GENERAL CONDITIONS OF PURCHASE OF INDIRECT MATERIALS

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 of Indirect Materials 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/Turnkey 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/Turnkey 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/Turnkey Agreement, the information contained in the Supply/Service/Turnkey Agreement and these General Purchasing Conditions of Indirect Materials 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, provision of services or works, may be subject to subsequent confirmations, if expressly indicated in the Supply/Service/Turnkey Agreement.

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4.4.1. In the event of turnkey agreement, the **SUPPLIER** declares knowledge and responsibility for the project presented by the **CONTRACTING PARTIES**, and must timely present to the **CONTRACTING PARTIES**, when applicable, their doubts or suggest any need for modification.

4.5. The Supply/Service/Turnkey 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/Turnkey Agreements.

4.6. With the issuance of the relevant Supply/Service/Turnkey Agreement by the **CONTRACTING PARTY** and the effective start of the supply, provision of services and works 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/service provision/enterprise is its sole responsibility.

5. SUPPLIER 'S OBLIGATIONS

5.1. Without prejudice to the other obligations established in these General Conditions for the Purchase of Indirect Materials, its Annexes and in the respective Supply/Service Provision/Enterprise, 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. Take responsibility for redoing, at its own expense and within the deadlines stipulated by the **CONTRACTING PARTIES**, any and all supply, provision of services and works considered unacceptable.

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

5.1.4. Guarantee the professional competence necessary for the execution of the object of the Supply/Service/Turnkey 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/Turnkey 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.

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5.1.9. If it is found, during or even after the term of the Supply/Service/Turnkey Agreement, by the competent supervisory body, lower and/or incorrect collection of charges and/or taxes, due to calculation and/or framing error by 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 or subsidiary liability, the **CONTRACTING PARTIES** reserve the right to charge and receive, immediately, from the **SUPPLIER**, its controllers, its controlled companies, 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) per month, *pro rata die*, and monetary restatement based on the monthly variation of the IPCA/IBGE, pursuant to the law, under penalty of adopting the appropriate legal measures.

5.1.10. Use, in the provision of services purpose hereof, the best techniques and equipment, in order to ensure the quality of services, guaranteeing from now on that all materials and equipment supplied will be new, unused, recently manufactured, of the best quality and most modern design in its kind and form for the specific purpose for which they are intended, being appropriate to withstand the climatic conditions of the places where they are installed, as well as the services will be provided by capable and duly qualified and trained personnel;

5.1.11. Carry out the contracted activities with its own personnel duly trained, qualified and prepared, with the **CONTRACTED PARTY** having full and exclusive responsibility for the coordination and execution of the activities, being legally, administratively and technically responsible for the services performed;

5.1.12. Provide qualified technical staff to provide the contracted service;

5.1.13. Respond to meeting calls to address matters related to the services linked hereto;

5.1.14. Be responsible for the management of the Agreement at the **CONTRACTING PARTY**'s premises and in the warehouse owned thereby, and must always guarantee the provision of quality service and in the standards determined by the **CONTRACTING PARTY**, as well as guarantee the supply of materials related to the purpose hereof;

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5.1.15. Keep all the places where the Services are provided in clean and orderly conditions, as well as respect and ensure that its employees, subcontractors and agents respect, being responsible for all of them, all the operational, disciplinary and safety rules of the **CONTRACTING PARTY**. All such operational, disciplinary and security policies and rules shall be deemed to be incorporated by reference hereto;

5.1.16. Maintain custody and surveillance of materials, machinery, tools and/or other belongings of its property stored at the work site, the **CONTRACTING PARTY** being exempt, from now on, from any responsibility for thefts or losses incurred in the places where the services are performed;

5.1.17. Keep the **CONTRACTING PARTY** safe and secure from any liability for the use, in the execution hereof, of any patented inventions, brands, logos/logos, designs and/or equivalents provided in current legislation;

5.1.18. Remove and/or replace any of its employees whose professional conduct, at the sole discretion of the **CONTRACTING PARTY**, is considered inappropriate for the smooth running of the Services;

5.1.19. Provide the **CONTRACTING PARTY** with all the necessary means to supervise the execution of the Services, including for testing purposes;

5.1.20. Immediately inform the **CONTRACTING PARTY** of any deficiencies, imperfections or inaccuracies found in the project, clarifying the details it deems necessary for the correct execution of the services, bearing all costs arising from its action or omission;

5.1.21. Provide food and transportation to its employees;

5.1.22. Provide occupational hygiene and safety conditions compatible with the nature of the functions and in compliance with the rules and procedures adopted by the **CONTRACTING PARTY**, as well as complying with the requirements established by Law No. 6.514, of December 22, 1977, Ordinance 3.214/1978 and other applicable laws;

5.1.23. Provide medical and hospital care to its employees;

5.1.24. Be responsible for losses and damages caused to the **CONTRACTING PARTY**, its administrators and employees, as well as to third parties;

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5.1.25. Provide Work Diary that must be signed by the **CONTRACTING PARTY**'s inspection, containing all incidents and numbers of hours worked in detail;

5.1.26. Provide identification of employees, contractors and equipment;

5.1.27. Not to employ child labor in the provision of its services, as well as not to hire any other companies, including, but not limited to, subcontractors that use, exploit and/or in any way or form employ child labor, under the terms established in the Statute of Children and Adolescent, Law No. 8.069/90 and other rules in force;

5.1.28. Pay the salaries/remuneration of the employees hired to perform the services, as well as mandatorily bear all expenses related to work accident insurance, contributions and charges due to social security, to the FGTS - Government Severance Indemnity Fund, to PIS, withholding of income tax at source and its respective payment to public coffers, as well as any other charges of a labor, social security and tax nature;

5.1.29. Remove from the place where the services are performed, within a maximum period of 02 (two) calendar days, all materials, equipment and providers that do not comply with the specifications of the proposal, this period counting from the date of receipt of the notice sent by the **CONTRACTING PARTY**;

5.1.30. The **CONTRACTING PARTY** will supervise the Services in execution with wide access to the work and the documents that concern it.

5.1.31. The inspection carried out by the **CONTRACTING PARTY** will imply the possibility of exercising the rights of:

5.1.32. Stop the execution of any service that is being performed in disagreement with the Annexes, with this Agreement, standard, projects or guidance of the **CONTRACTING PARTY**, and the refused service must be redone or corrected at the **CONTRACTED PARTY**'s expense;

5.1.33. Decide on any issues, doubts, omissions or conflicts arising in the work in relation to the Services contracted, including, but not limited to, their technical aspects. In the cases omitted from the Annexes, the **CONTRACTING PARTY** will be responsible for providing the details and information necessary for the continuation of the works;

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5.1.34. Control the progress of work in relation to the Service Orders, the established schedule, determining or deciding on their priorities;

5.1.35. Monitor the execution of the Services in accordance with the Annexes and this Agreement, being able to refuse any work or material of poor quality or that does not comply with the standards determined in the project and/or specifications, as well as with the technical standards;

5.1.36. Prior approval of the work processes proposed by the **CONTRACTED PARTY**, described in the Annexes. You may accept, if it constitutes quality improvement or time saving, changes in the sequence of works;

5.1.37. Requiring the removal of an employee from the **CONTRACTED PARTY** who may jeopardize the smooth running of the Services, or when their permanence in the work is considered inconvenient, at the sole discretion of the **CONTRACTING PARTY**;

5.1.38. Examine the effective application of purchased materials, being able to check the warehouse control sheets and their stocks at any time;

5.1.39. Require the removal of any equipment and/or material that the **CONTRACTING PARTY**'s inspection, at its discretion, deems inappropriate;

5.1.40. Demand at any time documentary proof of full and timely compliance with all contractual obligations, including those relating to labor, materials and third parties, under penalty of non-release of payments until their effective proof.

5.1.41. If the **CONTRACTED PARTY** does not replace the materials, or if it does not perform, correct or redo the refused services within the period agreed between the Parties, the **CONTRACTING PARTY** may perform, correct or redo the services or replace the materials, debiting the **CONTRACTED PARTY** for the costs and expenses incurred. Such amounts may be deducted from the subsequent payment, at the **CONTRACTING PARTY**'s discretion.

5.1.42. If any of the occurrences indicated herein is repeated for more than 03 (three) consecutive times, the **CONTRACTING PARTIES** reserves the right to no longer replace the materials, or make, correct or redo the services, suspending all payments due to the **CONTRACTED PARTY** until the normalization of the fact or termination of the Agreement.

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5.1.43. The exercise, by the Contracting Party, of the right to supervise the execution of the work, as well as its approval of tests, essays, drawings and other documents, will not exempt the Contractor from its obligations, nor will they diminish the responsibilities assigned to it by this Agreement, nor will they exempt it from the consequences arising from them.

5.1.44. The understandings between the supervision of the **CONTRACTING PARTY** and the **CONTRACTED PARTY**, as long as they are not provided for in the specifications and/or standards, must be made in writing, without which they will not be valid.

6. MONITORING OF THE SUPPLY/PROVISION OF SERVICES/TURKEY AGREEMENT

6.1. The **CONTRACTING PARTIES** will appoint a duly accredited contract manager to monitor the exact fulfillment of the Supply/Service/Turnkey Agreement, regardless of such monitoring in terms of exemption or even reduction of the technical, legal and contractual obligations assumed by the **SUPPLIER**. Likewise, the acceptance of the object of the Supply/Service/Turnkey 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, guaranteeing the **CONTRACTING PARTIES** the faculties provided for in the Consumer Protection 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**.

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

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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, services and materials and cost factors that make up the price formation. The breakdowns must also include all packaging costs, unless otherwise waived by the **CONTRACTING PARTIES**;

7.5. The price set in the respective Supply/Service/Turnkey 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/Turnkey Agreement.

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) calendar 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/Turnkey Agreement.

7.6.1. The **CONTRACTING PARTIES** reserve the right to rescind or cancel, in whole or in part, the Supply/Service/Turnkey 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.

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7.7.1. Likewise, the **CONTRACTING PARTIES** reserve the right to rescind or cancel, in whole or in part, the Supply/Service/Turnkey 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**.

7.8. 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/Turnkey 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/Turnkey 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/Turnkey Agreement:

7.10.1.1. Individual Employee Registration Form.

7.10.2. Monthly:

7.10.2.1. Copy of the GRPs - Social Security Collection Slip - regarding the payment of the INSS;

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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/Turnkey Agreement;

7.10.2.4. Copy of Payroll Summary.

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/Turnkey 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, services or works subject to the Supply/Service/Turnkey 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. DEBITS. BILLINGS. COLLECTIONS AND PAYMENTS

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

- a) Complete number of the respective Supply/Service/Turnkey Agreement;
- b) Number of its code in the **CONTRACTING PARTIES'** supplier register;
- c) State Registration Number;
- d) Number in the Corporate Taxpayer's Registry (CNPJ);
- e) Address for billing;
- f) Place of delivery or installation of the goods, services and works determined by the **CONTRACTING PARTIES**;
- g) the number/code of the **CONTRACTING PARTIES** and the description of the goods;
- h) Enter in the Invoice, the municipality where the supply of the goods, provision of services or works will be carried out.

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. The Invoices shall refer only to the goods or services or works of the same Supply/Service/Turnkey 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.

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

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

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Tax 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 CTRC (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 bills must be delivered with, at least 30 (thirty) calendar 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, services or works, 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. The **SUPPLIER** is expressly forbidden to issue credit and/or securities against the **CONTRACTING PARTIES**, as well as, mainly, to negotiate them with third parties, notably banks, finance companies, factoring 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 also having demonstrated full compliance with all their contractual obligations assumed in the Supply/Service/Turnkey Agreement. It is also expressly forbidden to bind this instrument to 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

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addition to the other rights established in these General Purchasing Conditions for Indirect Materials and in the respective Contract for Supply/Service/Turnkey Agreement.

8.8. Any **SUPPLIER** invoicing challenged by **CONTRACTING PARTIES** through a Debit Note, issued by the electronic interface between the Supply/Service/Turnkey 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 regarding the performance of the supply, services and works performed by the **SUPPLIER**, subject to the provisions hereof. All tax documents issued by the **SUPPLIER** against the **CONTRACTING PARTIES** must be addressed as established in the respective Supply/Service/Turnkey 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**.

8.10. The **CONTRACTING PARTIES'** liability bonds will be paid preferably at the **CONTRACTING PARTIES'** headquarters and branches, and these documents must be sent and presented for collection and/or payment at the **CONTRACTING PARTIES'** address contained in the Supply/Service/Turnkey Agreement.

8.11. Invoices and/or bills issued by the **SUPPLIER** against the **CONTRACTING PARTIES** that do not correspond to the effective supply, provision of services and works requested by the **CONTRACTING PARTY**, will subject the **SUPPLIER** to the appropriate measures aimed at compensating the damages caused by the undue issue.

8.12. 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.

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8.13. In the case of performance of the services requested by the **CONTRACTING PARTY** in disagreement with the conditions established in this instrument and in the Supply/Service/Turnkey 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 in the conditions established herein and in the Purchase Order.

8.14. 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/Turnkey 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/Turnkey Agreement, the **SUPPLIER** will have guaranteed the right to issue the respective Complementary Invoice corresponding to the difference in values, as established in the respective Supply/Service/Turnkey 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** may 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** the name of the person responsible for receiving the badges, however, such indication does not imply a reduction or exemption of responsibility on the part of the **SUPPLIER**.

9.4. Such badges, once the Supply/Service Agreement is terminated or at any time, upon request by the **CONTRACTING PARTIES**, 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 rescission of the Supply/Service Agreement and/or rescission, by the **SUPPLIER**, of the employment contract with its employee, without prejudice to the right of the **CONTRACTING PARTIES** to receive, as compensation, whenever there is loss and/or supply of a second copy of badges, the specific value determined by the **CONTRACTING PARTIES** themselves, per unit lost or provided and not

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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**, such compensation being expressly authorized by the **SUPPLIER**.

9.4. No indemnity or non-compliance with service levels, as eventually agreed in the Supply/Service/Turnkey 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.

9.5. 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/Turnkey 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/Turnkey 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

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/Turnkey Agreement, except as otherwise provided in the respective Supply/Service/Turnkey, without prejudice to the calculation 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.

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10.2. The Parties will not be liable to the other for delays or failures to comply with the Supply/Service/Turnkey 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.

10.3. During the period of delay or failure of the **SUPPLIER** to carry out the supply, services and work, the CONTRACTORS 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/Turnkey Agreements scheduled with the **SUPPLIER**, or they may seek, together with the **SUPPLIER**, other sources to meet the quantities, services or works requested by the **CONTRACTING PARTIES**, the **SUPPLIER** being responsible for the difference of cost, if any, being possible for this amount to be compensated in the first payment due by the CONTRACTORS 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

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/Turnkey 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 execution of the supply, provision of services or work under its responsibility, the **SUPPLIER** shall immediately inform the **CONTRACTING PARTIES** in writing of said decision so that they can then begin negotiations on the date of termination of the supply/service/turnkey agreement, to allow the **CONTRACTING PARTIES** meet the remaining demands and perform new **SUPPLIER** handover.

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13. MODIFICATIONS

13.1. The **CONTRACTING PARTIES**, at any time, by prior written communication to the **SUPPLIER**, may modify the project date or place of supply, execution of the services, and/or works.

13.2. If any of these modifications affect the cost, development period, price and delivery times of the supplies, execution of the services, or works, they must be agreed in advance 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/Turnkey Agreement.

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

14. PROPERTY RIGHT. PRIVILEGES AND PUBLICITY

14.1. 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/Turnkey Agreement.

14.2. Once the Supply/Service/Turnkey Agreement has been issued, the **SUPPLIER** gives the **CONTRACTING PARTIES** ample and total guarantee that the execution of supply, services and works 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.

14.3. The **SUPPLIER** may not link the name, brand or logo of the **CONTRACTING PARTIES** in advertising, marketing campaigns, folders, advertisements and/or any other material that aims to promote its product and/or service, stating that it is a **SUPPLIER** of the **CONTRACTING PARTIES**, except with their prior written authorization.

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14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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 the services by the **SUPPLIER**, or any part thereof, breaches the Intellectual and/or Industrial Property rights of third parties, as well as indemnifying 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 convicted as a result of, or in connection with, such actions or claims.

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14.9. 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:

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

14.9.2. It will modify or replace the part of the goods and/or the means applied/used in the provision of the services or work 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, services or works) in order to avoid infringement or alleged infringement.

14.9.3. 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 violation committed thereby, in these aspects, without prejudice to the early and immediate termination of the Supply/Service/Turnkey 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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	Fees	State	State Finance Department	Civil Register	State Court of Appeals	Public Prosecution Office	ISS	Conduction	Other Expenses
BRL 482.79	BRL 0.00	BRL 0.00	BRL 28.80	BRL 155.21	BRL 0.00	BRL 24.17	BRL 0.00	BRL 0.00	BRL 690.97



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 carry out the Supply/Service/Turnkey 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 No. 8.723/93, or, in accordance with the rules that may replace those mentioned, obliging the **SUPPLIER** to indemnify the **CONTRACTING PARTIES** from any penalty, perhaps applied to the **CONTRACTING PARTIES**, due to the non-compliance of these vehicles with the referred ordinances and pertinent legislation, and this amount may 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**. 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**.

15.5. 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 during traffic on highways for presentation to the authorities whenever requested. It will also be the

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SUPPLIER's responsibility to ensure that all vehicles and services comply with, and respect current legislation. Failure to comply with these terms, clauses, obligations, responsibilities and conditions, by the **SUPPLIER**, will result in the immediate termination of the Supply/Service/Turnkey 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. In the case of the supply of goods, provision of services and/or works on the premises of the CONTRACTORS, 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 or work, responding directly and exclusively to any issue relating to the environment.

16. TERM. HYPOTHESES OF TERMINATION AND CANCELLATION OF THE SUPPLY/SERVICE/TURNKEY AGREEMENT AND/OR SCHEDULE

16.1. The Supply/Service/Turnkey 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) calendar days in advance, unless otherwise provided for in the corresponding Supply/Service/Turnkey Agreement. The **CONTRACTING PARTIES** will make payments proportional to the installments of the goods provided/delivered and/or services or works 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 correction 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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16.2. Without prejudice to the foregoing, either Party may terminate all or part of the Supply/Service/Turnkey 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) calendar 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/Turnkey 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/Turnkey 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. If the **SUPPLIER** does not honor the agreed deadlines, including in the Schedule, it will be subject to the sanctions provided herein. The **CONTRACTING PARTIES** reserve the right to cancel the Supply/Service/Turnkey Agreement if the contractual terms are not met, as well as the **CONTRACTING PARTIES** may not accept the delivery of goods and services in advance, without prior notice to be given to the **CONTRACTING PARTIES** with their express consent.

17. BUSINESS ETHICS

17.1 The **SUPPLIER** declares that he has received a copy of and knows the "Code of Conduct for Suppliers of the Iveco Group", also available for further consultation on the website https://www.ivecogroup.com/group/governance/code_of_conduct and is obliged to respect it, as well as demand that all its normative content be respected by all its representatives and collaborators, at any hierarchical level, bringing the "Code of Conduct for Suppliers of the Iveco Group" to the knowledge of third parties with whom, eventually, come into contact for the execution hereof, in particular with regard to the provisions below, but without prejudice to the whole.

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

17.1.1. 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).

17.1.2. 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, or another that may replace it, 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.

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

17.1.2.1.1. 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 (iv) any candidate for political office.

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

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17.1.2.1.3. There is no conflict of interest between the supplies provided by you to the **CONTRACTING PARTIES** pursuant to the Supply/Service/Turnkey 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.

17.1.3. Without prejudice to the provisions of Clause 1.5, 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) or rules that may replace them.

17.1.4. 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**.

17.1.5. When subcontracting for the performance of activities related to the object of the Supply/Service/Turnkey Agreement 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 undertakes to maintain the absolute confidentiality of all information exchanged with the **CONTRACTING PARTIES** throughout the term of the Supply/Service/Turnkey Agreement, in particular, but not limited to those related to technology, development, conditions market and competition, price and the like, the

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Technical Standards of the **CONTRACTING 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 technical and commercial specifications that may be transmitted, entrusted or of which it becomes aware by the execution of the Supply/Service Turnkey Agreement, not being able, under any pretext, to give knowledge of them 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** shall maintain absolute secrecy and in a strictly confidential manner, any and all information provided by the **CONTRACTING PARTIES**, and therefore, any written or oral information disclosed to the **SUPPLIER** shall be treated as confidential information, 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, 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.

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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/Turnkey Agreement, without the prior and express written consent of the **CONTRACTING PARTIES**.

18.3.2. The obligation dealt with in this Clause 18 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/Turnkey 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/Turnkey 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/Turnkey 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 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.

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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/Turnkey 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/Turnkey Agreements, pursuant to Article 422 of the Civil Code, in the event of non-compliance with this Clause 18, 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/Turnkey Agreement.

18.8. In the event of need, under the terms of this Clause 18, the Parties agree to use the same degree of zeal with which they treat their own confidential information in the disclosure or dissemination of the Confidential Information handled within the scope hereof and the Supply/Service/Turnkey Agreements.

19. PERSONAL DATA PROTECTION

19.1. References to the processing of PERSONAL DATA regulated by these General Conditions for Purchases of Indirect Materials 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 Agreements only for the operations and for the purposes provided therein;

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19.4. Limit the period of storage and processing of PERSONAL DATA to the duration necessary to implement the Agreements 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, when required by law, of the processing activities carried out, in accordance with article 30 of the GDPR and article 37 of the LGPD;

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 to **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.

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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/Turnkey 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.

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/Turnkey 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/Turnkey 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 21.

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.

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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/Turnkey 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 revenues, provide services and/or supply products to **CONTRACTING PARTIES**, under penalty of canceling the Supply/Service Agreement entered into with the respective **SUPPLIER**.

23. LABOR RESPONSIBILITY:

23.1. The Contracts are of a strictly civil nature, not establishing any employment relationship or responsibility of the **CONTRACTING PARTY** in relation to the personnel that the **SUPPLIER** will employ in the execution of the services contracted herein, being the sole responsibility of the **SUPPLIER**, sole responsible as an employer, all expenses and social charges arising from the hiring of such personnel.

23.2. All labor, social security and accident costs in relation to the **SUPPLIER's** employees and resulting from the services covered by the Contracts are the **SUPPLIER's** sole responsibility, without any commitment by the **CONTRACTING PARTY**.

23.3. The **SUPPLIER** undertakes, by itself or by his agents, to comply with the legislation and rules on labor relations, occupational safety and health, as well as the **CONTRACTING PARTY's** internal rules, which it declares to know and accept. In the event of default of the obligations contained in this clause, the **SUPPLIER** shall assume all costs or losses arising therefrom, generated for the **CONTRACTING PARTY**.

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	BRL 482.79	BRL 0.00	BRL 0.00	BRL 28.80	BRL 155.21	BRL 0.00	BRL 24.17	BRL 0.00	BRL 0.00	BRL 690.97



23.4. The **SUPPLIER** undertakes to allow access to all its facilities, provided that the work is performed at the **CONTRACTING PARTY**'s establishment, as well as documents of interest to the **CONTRACTING PARTY** to verify compliance with the purpose of the Contracts, providing the latter with a copy of them when requested.

23.5. The **SUPPLIER** is also obliged to ensure that subcontractors or third parties, related to or involved in the execution of the Agreements, comply with the aforementioned rules and legislation.

23.6. Failure to comply with any of the obligations, in whole or in part, provided for in this clause, will imply, at the discretion of the **CONTRACTING PARTY**, a warning to the **SUPPLIER**, granting it up to 02 (two) days for correction and, if the irregularity is not remedied, suspension of the works, until the irregularities are remedied, without prejudice to the possibility of contractual termination hereof, for just cause and application of the penalties provided by law and by the supervisory bodies.

23.7. Upon receipt of the notification to defend itself in court or administrative proceeding of the public power, brought by an employee, former employee, intern or former intern of the **SUPPLIER** or companies contracted by it, the **CONTRACTING PARTY** will calculate the claimed rights and, after making **SUPPLIER** aware, it shall withhold the corresponding amount, as collateral for any conviction, deducting it from sums owed to the **SUPPLIER**.

23.8. The deposit will be refunded to the **SUPPLIER** after proof of the definitive agreement between the **SUPPLIER** and the claimant, when there is no longer any risk of conviction for the **CONTRACTING PARTY**.

23.9. If there are no amounts to be withheld by the **CONTRACTING PARTY** or they are not sufficient, it may use any means permitted by law, to ensure that the **SUPPLIER** pays the amount due directly to the claimant and/or refunds to the **CONTRACTING PARTY** the expenses and payments made, and the calculation of the amount makes it clear and legal.

23.10 The social security contributions and the Government Severance Indemnity Fund related to the **SUPPLIER**'s personnel in charge of performing the services with the **CONTRACTING PARTY** will be the sole responsibility of the **SUPPLIER**, who will display the originals of the respective payment receipts, providing, immediately, a copy of them documents proving deposits and payments in the legal form, as well as other documents related to the Employee Registration, provided for in item 3.8 of Clause Three.

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23.11 The **SUPPLIER** 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 **SUPPLIER** against the **CONTRACTING PARTY**.

24. FINAL PROVISIONS

24.1. The **SUPPLIER**, and any goods and services performed thereby, must strictly comply with all applicable laws, rules, regulations, court orders, conventions, ordinances or standards of the countries of destination, transport, import, export, licensing, approval or certification of the goods, including, but not limited to those relating to environmental issues, wages, hours and working conditions, selection of any subcontractor, discrimination and the **SUPPLIER** also declares that neither he nor any of his eventual subcontractors will use slaves, prisoners, or any other form of forced or involuntary labor, and that also in the execution of the Supply/Service/Turnkey Agreement will 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/Turnkey Agreement.

24.3. 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 applicable legal requirement or that may be required.

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24.4. 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/Turnkey Agreement and its execution.

24.5. Notwithstanding everything mentioned and agreed herein, the **SUPPLIER** undertakes to indemnify the **CONTRACTING PARTIES**, upon a simple request from the latter, any amount that they may disburse, given a possible default or action of the **SUPPLIER**, or any third party under its responsibility or service, in breach of the legislation referred to in the Supply/Service/Turnkey Agreement;

24.6. 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.

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

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

24.9. 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.

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

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

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24.12. When a Supply/Service/Turnkey Agreement is entered into between the **CONTRACTING PARTIES** and a consortium or similar association of **SUPPLIERS**, under in any form, each member of each of these consortia or similar associations will be considered a **SUPPLIER** of the Supply/Service/Turnkey 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/Turnkey Agreement.

24.13. 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/turnkey Agreement. Such appointment must be notified to the **CONTRACTING PARTIES** immediately after the formalization of the Supply/Service/Turnkey Agreement. If the consortium or similar association is formed by national and foreign **SUPPLIERS**, the leading **SUPPLIER** must be a national **SUPPLIER**.

24.14. 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.

24.15. The **SUPPLIER** declares that it has the necessary means to carry out the Supply/Service/Turnkey Agreement and also recognizes that any investment it may make, any cost or expense incurred thereby in the acquisition of inputs, 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.

24.16. The rights, credits and obligations assumed herein cannot be transferred to third parties by the **SUPPLIER** without prior written approval from the **CONTRACTING PARTIES**. Without prejudice to the above, the sale, assignment or transfer in any way of the **SUPPLIER's** share control to third parties may imply, at the discretion of the **CONTRACTING PARTIES**, the termination of the Supply/Service/Turnkey Agreement.

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

24.18. 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.

24.19. These General Purchasing Conditions of Indirect Materials, Supply/Service Turnkey 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.

24.20. If any term or provision of these General Purchasing Conditions for Indirect Materials is declared null or unenforceable, such nullity or unenforceability will not affect the rest of the General Purchasing Conditions for Indirect Materials, which will remain fully effective.

24.21. 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. Those are also the **SUPPLIER's** obligations, whenever it uses systems that interface with the **CONTRACTING PARTIES'** systems:

24.22. The **SUPPLIER** undertakes to follow the minimum information security parameters established by the **CONTRACTING PARTIES**.

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

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24.24. 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.

24.25. Any doubts that may eventually arise during the term of the Supply/Service Agreement and/or these General Purchasing Conditions for Indirect Materials 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.

24.26. 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**.

24.27. 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.

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

24.29. 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 contest the validity and/or admissibility of any electronic message exchanged in relation to the Supply/Service/Turnkey Agreement only because 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.

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

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24.31. In order to resolve issues related to the planning of goods, 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/>.

24.32. 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.

24.33. The Parties elect the Jurisdiction of the Judicial District of the Capital of the State where the **CONTRACTING PARTIES'** unit issuing the Supply/Service/Turnkey Agreement of which these General Purchasing Conditions for Indirect Materials 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 10, 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 PURCHASE CONDITIONS

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 INDIRECT 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 PURCHASING INDIRECT MATERIALS IVECO GROUP, of which this is annex, and other pertinent legislation;
- (ii) All the DEFINITIONS established in the GENERAL CONDITIONS FOR PURCHASING INDIRECT 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 between the Parties has been (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 PURCHASING INDIRECT 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 Purchasing Conditions for Indirect Materials”, of which this is an Annex.

CLAUSE TWO – TERM

2.1. This INSTRUMENT, subject to the conditions established in the General Purchasing Conditions for Indirect Materials and in the Supply/Service/Turnkey 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/Turnkey Agreements.

2.2. The term hereof will end, without fail, under the terms established in the General Purchasing Conditions for Indirect 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 PURCHASING INDIRECT 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 Purchasing Conditions for Indirect 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 General Purchasing Conditions for Indirect Materials

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website mentioned here or at the respective Notary.

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 they have the necessary knowledge and clarity for the correct understanding of the terms set forth 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 hereof declare, under the penalties of the law, that they have all the necessary powers and authorizations for that purpose, also signing this AGREEMENT, free of any coercion.

3.9. Any notice or other communication from one Party to another regarding this AGREEMENT, the General Purchasing Conditions for Indirect 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 Purchasing Conditions for Indirect Materials and the Supply/Service Agreements:

TO:	CONTRACTING PARTIES:	SUPPLIER
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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 Purchasing Conditions for Indirect Materials 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 PURCHASING INDIRECT 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:

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]