

## Terms and Conditions for Purchases from Elring Klinger do Brasil Ltda. (as of June 2023)

Rua Francisco Carlos de Castro Neves, 945, Distrito Industrial Unileste,  
Cep 13422-170 - Piracicaba - SP

### I. General Provisions and Applicability

All orders shall include specifications of the goods, quantity, value, delivery and payment terms, and shall be exclusively governed by these Terms and Conditions for Purchases. Any standard business terms and conditions of a supplier that conflict with or supersede our Terms and Conditions for Purchases shall not be applicable unless expressly approved in writing. Acceptance of goods or services from a supplier or any payment made for such goods and services shall not be deemed as constituting such approval.

### II. Contract Conclusion

1. Contracts, delivery schedules/forecasts and orders, as well as any amendments or modifications thereto, shall be made in writing. This also applies to any exceptions to the quality and quantity of the terms of our order, as well as to any subsequent changes to contracts. Any standards and designs/drawings that we may stipulate in an order in specific cases, including tolerance divergences, shall be binding. By accepting an order, the supplier acknowledges being informed about the nature and scope of their performance by consulting the provided designs. If the order itself or the documentation, designs/drawings and plans provided by us contain any manifest inaccuracies, typographical errors or mathematical mistakes, these shall not be accepted by us. The supplier shall be obliged to inform us of such errors. The same shall apply in case of missing documents or designs/drawings.
2. Orders shall only be binding on us if confirmed in writing by the supplier, subject to the stipulation of a binding delivery date, within fourteen (14) days from the date of receipt by the supplier, unless otherwise agreed in individual cases.

### III. Delivery and Transport

1. Agreed delivery dates and deadlines shall be binding. The supplier assumes the risk of acquisitions related to the provision of their services unless otherwise agreed in specific cases (e.g. stock restriction). The supplier shall be in default without further notice if the agreed delivery date is not observed.
2. In case any agreed delivery date is not observed, statutory provisions shall apply. We particularly reserve the right to terminate the contract and claim damages.
3. In case of non-compliance with delivery dates, we have the right, after prior notice, to demand a penalty for each week of delay in delivery from one-half percent (0.5%) to five percent (5%) of the order value. The penalties shall be cumulated with any delay damages for which suppliers are responsible. The value of the penalty can be offset against any payments to be made by us in favour of the supplier.
4. Partial deliveries will not be allowed/accepted unless expressly agreed in writing.
5. Any acceptance without reservation of a late delivery or service shall not constitute a waiver of any claims we may have according to such late delivery/service.
6. At any time before the deadline, we have the right to cancel the order.
7. Our shipping instructions shall be complied with. Any costs incurred by us due to non-compliance with our shipping instructions shall be borne by the supplier.
8. Delivery shall take place at the expense of the supplier at the delivery point stipulated by us. If we are exceptionally obliged to bear the transport costs, the supplier shall opt for the means of transport stipulated

by us and otherwise the means of transport and delivery method most favourable to us.

9. Risks shall transfer upon acceptance by our receiving office.
10. Packaging shall be included in the price. If exceptionally contrary provisions are agreed upon, packaging shall be invoiced at cost price. The supplier shall use the packaging stipulated by us and shall ensure that the goods are protected from damage by the packaging.

### IV. Force Majeure

Disruptions, official measures and other unforeseeable and unavoidable events unrelated to the company shall release the affected party from any contractual obligations throughout their duration. The affected party shall immediately inform the other party and take any necessary measures to limit the impact of such events. Furthermore, the affected party shall promptly inform the other party of the end of such event.

### V. Quality and Acceptance

1. The supplier shall ensure that their deliveries comply with the technical data and specifications stipulated by us, applicable accident prevention regulations and VDE standards, applicable statutory provisions and the latest technical standards.
2. To ensure the quality of their deliveries, the supplier shall perform quality tests adapted to the type and volume of the respective delivery.
3. Regarding measurements, volumes and quality, the values recorded during our incoming inspection and quality tests upon receipt of the goods shall be the applicable values.
4. Acceptance of any goods shall be subject to inspection for the absence of defects and, in particular, accuracy and completeness, as and when feasible in the normal course of business.
5. We will perform quantity and identity inspections and examine the goods for damages arising from transit. Such defects will be promptly notified in writing. Different requirements for examination and notification do not apply to this contract.
6. The supplier must provide all legally required supplier declarations correctly and completely.
7. If we or our customers are subsequently charged by any customs authority due to any inaccurate supplier declaration that we ourselves issued, or if we or our customers suffer any other financial disadvantage as a result, and if such inaccuracy is attributed to the original information on origin provided by the supplier, the supplier shall be liable and shall bear the losses and damages.

### VI. Payment Conditions

1. Any agreed price shall include packaging, transportation and any other costs.
2. In the absence of an expressly stipulated payment date in the order, an Invoice will be issued to be paid within sixty (60) days from the receipt of goods or provision of services. In case of early delivery that is accepted, the payment term is calculated from the originally scheduled delivery date.
3. Payment will be made after receipt of the Invoice and proper delivery according to the order.
4. In case any advance payments are made by us, we shall be entitled to a bank guarantee.

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**VII. Warranty**

1. The supplier shall warrant that the goods conform to our specifications, including design and packaging labelling. Our order shall be executed in a professional and proper manner and in line with the latest standards and technology.
2. Statutory provisions regarding material defects and property defects shall apply insofar as nothing to the contrary is agreed below.
3. We shall be obligated to immediately inform the supplier of any defects or defective execution of a delivery as soon as identified within the course of standard business procedures. In case of delivery of defective goods, the supplier shall have the right to rectify the defects (through rework or redelivery). In urgent cases, we shall have the right, at the supplier's expense, to rectify any defect ourselves or to have such defect rectified by a third party. Urgent cases shall mean to prevent serious risks or significant damages, making it impossible or unreasonable to notify the supplier of the damages and to set a deadline, albeit short, for them to take remedial action. The supplier shall be immediately informed of such procedure.
4. The warranty period shall be forty-eight (48) months from the delivery date of the goods (transfer of risk) if we are using the goods for our own delivery with products to manufacturers or suppliers in the automotive industry. Otherwise, the warranty period shall be thirty (30) months.
5. In case of any property defect for which the supplier is responsible, the supplier shall indemnify us against any third-party claims.
6. In case of redelivery, the warranty period shall restart from the date of the last redelivery. In case of repair, the warranty period shall restart from the date of fulfilment of the respective repair obligation. This does not apply when the supplier expressly and legitimately reserves the right to perform the repair only out of generosity, to avoid disputes, or aiming to maintain the supply relationship.
7. If we incur costs as a result of any defective delivery or other defective performance, and in particular costs of transportation, material costs, labour costs, replacement costs or the cost of an incoming inspection exceeding the common scope, the supplier shall be obligated to reimburse us for such costs.

**VIII. Product Liability**

1. In case any claims are brought against us based on product liability or any similar non-waivable principles of liability according to any foreign law and regardless of fault, the supplier shall indemnify us in relation to any claims brought by third parties to the extent that the damage is caused by a defect in the delivered goods. The provisions of Article 927 and subsequent of the Brazilian Civil Code shall be applicable accordingly regarding indemnification for damages between us and the supplier. This also applies in the case of direct claims by the supplier. When the cause of the damage lies within the supplier's scope of responsibility, the supplier shall prove that they did not act negligently. Regarding such claims, the supplier shall waive any right to rely on prescription while any claim can be brought against us.
2. In the cases described in section VIII(1) the supplier shall bear all associated costs and expenses. Furthermore, statutory provisions shall apply.
3. If we and/or our customers are obliged to conduct a recall due to goods delivered by the supplier and/or are obliged to bear the costs of any recall, the supplier shall be obliged to bear such costs or indemnify us in relation to them. This only applies when there is a

fault on the part of the supplier; the provisions of Article 927 and subsequent of the Brazilian Civil Code shall apply. The supplier shall be immediately informed of the procedure or of any claim under section VIII(1).

**IX. Property Rights**

1. The supplier shall deliver the goods free from any third-party rights (property rights).
2. The supplier shall indemnify us against all claims that may arise from any use of such property rights.

**X. Services**

Any person performing work at our facilities in the context of contract execution must comply with the applicable construction regulations for such facilities. Our liability for any accidents shall be excluded unless such liability results from intentional breach or gross negligence on the part of our legal representatives or indirect agents in violation of any obligation imposed on them.

**XI. Ownership and Provision of Information**

1. All commercial and technical information provided and made available by us shall be treated as confidential with respect to third parties, insofar as it is not proven to be in the public domain. We reserve all our rights to such information.
2. We shall retain ownership of all drawings, sketches, samples, specifications, internal company data, tools, installations, etc. that we have made available to the supplier for the purposes of tendering or finalising an order. Such items must be retained with the due care and diligence exercised by a prudent businessperson and may only be used in connection with our orders. Items produced using material made available by us or on the basis of our confidential information or with our tools or duplicate tools may not be used either by the supplier itself or offered or delivered to third parties.
3. In the event of non-compliance with the above provisions, the supplier shall incur damages in our favour.

**XII. Compliance**

1. The supplier undertakes to comply with the relevant statutory provisions relating to labour relations, environmental protection, data protection, and occupational safety. The supplier also undertakes to comply with the provisions of the *Code of Ethics for Suppliers of the ElringKlinger Group* (accessible at <https://www.elringklinger.de/en/company/supply-chain-management/sustainable-supplier-management>) in the version valid for the duration of the contract, and to impose the same provisions on its own partners through appropriate contractual agreements.
2. The supplier agrees that we or third parties contracted by us, as well as our customers or third parties contracted by them, shall be granted the right to conduct audits on compliance with obligations arising from the *Code of Ethics for Suppliers* and, for this purpose, to request access to the supplier's documents. We reserve the right to produce copies of these documents if necessary. The inspection is restricted to documents relating to compliance with contractual obligations and is carried out taking into account data protection rules and preserving commercial confidentiality. The audit takes place during regular business hours and upon prior notification.
3. If a supplier violates clause XII repeatedly and/or despite corresponding notification and does not prove that, as far as possible, the violation has been remedied, and that appropriate measures have been taken to prevent further violations, we reserve the right to

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terminate existing contracts or close them without prior notice.

**XIII. Miscellaneous Provisions**

1. Any ancillary agreements must be made in writing to be valid. Should a provision contained herein be or become invalid, this shall not affect the validity of the remaining provisions.
2. The contract shall be exclusively governed by Brazilian law, excluding conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.
3. The place of performance shall be the location to which the contract stipulates the goods to be delivered or where the service is to be rendered.
4. The place of jurisdiction for all disputes arising under the contractual relationship shall be the court with jurisdiction where we are domiciled. We also have the right to bring an action against the supplier before the court of their registered office or before the court of the place of performance.