



GENERAL CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES

GLOBAL

1. OBJECT AND EFFECTS

1.1 This document regulates the relationship between the companies of the WEG GROUP (hereinafter, “**WEG**”) and their suppliers of goods and/or services (hereinafter referred to individually as “**SUPPLIER**”), and shall apply to all purchases of goods and services (hereinafter, “**PURCHASE**”) made by the companies of **WEG**, except in cases where the **WEG** company responsible for the **PURCHASE** has local terms and conditions of purchase, in which case the local terms and conditions of purchase will prevail over these **GENERAL CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES** (hereinafter, “**GENERAL CONDITIONS**”).

1.2 The relationship between **WEG** and the **SUPPLIER** (hereinafter, each a “Party” and collectively, the “**PARTIES**”) will be governed by the good-faith principle. By providing the goods and/or services pursuant to any **PURCHASE**, **SUPPLIER** acknowledges it is bound by these **GENERAL CONDITIONS**, and (i) that it has the technical ability, financial capacity, and legal authority to supply the goods and/or provide the services; (ii) that it had access to all information required to evaluate the **PURCHASE** and its terms and conditions, and that such information represents an appropriate and sufficient basis for evaluating the **PURCHASE**, and that it conducted any additional independent studies and investigations that it considered

appropriate to verify and supplement the information; and (iii) that it is not necessary to make any investments nor guarantee the acquisition of a minimum purchase volume to fulfill the **PURCHASE**.

1.3 By accepting a purchase document (Request, Requisition, Purchase Order, Shipping Schedule, and/or Service Order) issued by **WEG** (hereinafter, the “**PURCHASE DOCUMENT**”), the **SUPPLIER** expressly waives its own terms and conditions, whether or not included in any proposal or other document submitted to **WEG**, and accepts all terms and conditions of these General Conditions. Any deviations from these **GENERAL CONDITIONS** will only be valid if agreed upon in writing and signed by both **PARTIES**, which modification will be an integral part of the **PURCHASE DOCUMENT**.

1.3.1 The **PURCHASE DOCUMENT** will be considered accepted by the **SUPPLIER** if one of the following events occurs: (i) **SUPPLIER** fails to reject the **Purchase Document** in writing within five (5) days of its receipt of the **PURCHASE DOCUMENT**; (ii) initiation by the **SUPPLIER** of any obligation set forth in the **PURCHASE DOCUMENT**; and/or (iii) written acceptance from the **SUPPLIER**.

2. SUPPLIER’S OBLIGATIONS

The **SUPPLIER’s** obligations are:

2.1. To strictly comply with all specifications, technical standards, and commercial conditions related to the **PURCHASE**.



2.2. To provide technical warranty in accordance with the terms of this **GENERAL CONDITIONS** and what is established in the **PURCHASE DOCUMENT**.

2.3. To deliver the goods pursuant to the **PURCHASE** packaged and identified in compliance with WEG's specifications, applicable laws, industry best practices, and as reasonably required by their design and logistical requirements. Unless stated otherwise in a document signed by both Parties, tender of delivery shall be Delivery Duty Paid (DDP) Incoterms® (2020) to the delivery location specified in the **PURCHASE DOCUMENT**.

2.4. Not to use in the performance of services, or in the supply of goods, any substances that are prohibited by law or that may cause harm to health, including, but not limited to, asbestos, mercury, lead, cadmium, and hexavalent chromium, unless such substances are expressly included in any technical specifications. This obligation shall include the duty to comply with all laws of any governmental authority with jurisdiction over the **PURCHASE**, and shall extend to any subcontractors of **SUPPLIER**.

2.5. To assess any change requested by **WEG** regarding the **PURCHASE**, and to notify WEG of any additional costs or changes in terms resulting from such change request within two (2) business days from its receipt. **SUPPLIER** shall bear any additional costs and expenses not reported to WEG within such period.

2.6. To fully comply with **SUPPLIER'S** specifications and technical requirements, and to obtain all legal licenses and authorizations

necessary to fulfill its obligations with respect to the **PURCHASE**, including, but not limited to, those relating to intellectual property, environmental compliance, and taxation, as applicable.

2.7. To seek approval from **WEG** prior to making any changes in the goods, services, or manufacturing process, or prior to making technical modifications that may change the performance, quality, or form of the goods or services provided.

2.8. If WEG's tools or space are loaned to **SUPPLIER** to facilitate the **PURCHASE**, then the **SUPPLIER** may only use the same to fulfill the **PURCHASE** and its use for any other purposes shall be prohibited. **SUPPLIER** shall also maintain appropriate accounting records proving **WEG'S** ownership of such property. Under no circumstance may the **SUPPLIER** retain any materials or remain at any area without written authorization from **WEG**, under penalty of law.

2.9. When present at **WEG'S** facilities and/or at the facilities of **WEG'S** customers, the **SUPPLIER** shall: (i) comply with the hours of operation of each location; (ii) comply with all rules for such facilities; (iii) always be accompanied by the **WEG'S** representative; and (iv) obtain prior written approval for the recording of sounds and/or images, even if related to the **PURCHASE**.

2.10. To promptly provide all information and documents related to the performance of the services and the supply of the goods, including, but not limited to, reports, technical data, and certificates of origin.



2.11. The **SUPPLIER** shall not subcontract, in whole or in part, the **PURCHASE**, unless there is express and specific authorization to do so, signed by **WEG's** legal representative. In no event may subcontracting of any nature be used by the **SUPPLIER** to avoid its responsibilities under these **GENERAL CONDITIONS** or any **PURCHASE DOCUMENT**.

3. LABOR OBLIGATIONS

3.1. The **SUPPLIER** is solely and exclusively responsible for:

- (i) its employees and their respective charges, including, but not limited to, compensation, food, transportation, benefits, taxes and contributions, as well as for their selection, and there will be no employment relationship whatsoever between the **SUPPLIER** and **WEG** or between the **SUPPLIER's** employees and **WEG**; and
- (ii) any non-compliance with the applicable law, including, but not limited to, the provisions on occupational accidents, full payment of compensation and any additional allowances due, and the compliance with any applicable collective labor agreement or convention in force.

3.2. When the **SUPPLIER** provides services or supplies goods at **WEG's** facilities and/or at **WEG's** customers' facilities, it will be solely and exclusively responsible for:

- (i) Employing qualified and properly identified employees and providing such employees with appropriate and sufficient equipment, tools, and materials to ensure the performance of the services and supply of goods in accordance with the standards requested by **WEG** and with the terms hereof;

(ii) providing all training required under applicable law, providing necessary personal and collective protective equipment (PPE/CPE), bearing all expenses resulting from the use of this equipment, as well as for the training on the use of such equipment. **SUPPLIER** shall be responsible for the consequences of non-compliance with this obligation;

(iii) providing for the good behavior and discipline of its employees designated for the performance of the services or the supply of goods, immediately removing any of its employees whose behavior is not in accordance with **WEG's** and/or **WEG's** customers' rules and procedures on safety, occupational health and environment, as well as with **WEG's** and/or **WEG's** customers' other internal rules or standards applicable to the services. The preceding shall not affect in any way the **SUPPLIER's** exclusive responsibility for any loss and damage that its employees may cause; and

(iv) replacing as needed, without any burden to **WEG**, any of its employees, agents, subcontractors, and/or outsourced personnel allocated to the performance of the services or the supply of goods, to ensure **SUPPLIER** meets agreed upon performance standards and delivery terms. Except in the instance of vacation and/or leave, and subject to **WEG's** discretion, when services are to be performed, none of **SUPPLIER's** employees, agents, subcontractors, and/or outsourced personnel allocated to the performance of such services shall be absent for longer than one (1) business day.



3.3. The **SUPPLIER** represents, under the penalties of the law, that it did not use, does not use and will not use and that its employees did not use, do not use and will not use, under any circumstance, child or slave labor in its production chain, including in its relationships with subcontractors and partners.

3.4. If a labor and/or accident claim is filed against the **SUPPLIER** by an employee and/or third party allocated to the performance of the services and/or supply of goods pursuant to the **PURCHASE**, whether employed by the **SUPPLIER** and/or by its subcontractors, and **WEG** and/or **WEG's** customers are named as a party to the litigation, **WEG** is expressly authorized to:

(i) withhold from the **SUPPLIER** (including amounts related to direct payments to any of its subcontractors, if a direct invoicing is provided for in the **PURCHASE DOCUMENT**), an amount equal to, or as close as possible to, the amount claimed in the labor or accident claim in question, if (and while) the judiciary authority does not definitively exclude **WEG** and/or **WEG's** customers as defendants in the proceedings; and/or,

(ii) reimburse itself, under the same conditions established above and regardless of the outcome of the lawsuit, for all amounts spent or that may be spent on **WEG's** and/or **WEG's** customers' in-house counsel and/or external counsel contracted by **WEG** and/or **WEG's** customers for the defense in the respective lawsuit, including also the amount of the hours of **WEG's** and/or **WEG's** customers' agents designated to represent it in the lawsuit, in addition to the judicial costs and expenses spent and the

costs that have been or may be incurred by **WEG** and/or **WEG's** customers in the production of their documents and evidence, including experts' fees, and all the amounts duly proved to have been spent or that shall be spent based on this item will be the basis for the reimbursement agreed upon herein.


3.5. The **SUPPLIER** shall present, whenever requested by **WEG**, the documents that prove the payment of all labor debts that, by law or agreement, the **SUPPLIER** has the obligation to pay in any specified period.

4. WARRANTY

4.1. The minimum conditions of warranty included herein are supplemented by the specific conditions agreed upon in writing between the **PARTIES** in the **PURCHASE DOCUMENT**.

4.2. Whenever possible and as applicable, **WEG** will receive and inspect the goods and services that comprise the **PURCHASE** for apparent defects. Any such inspection by **WEG** does not exempt the **SUPPLIER** from the responsibility to comply with the applicable law and/or specifications.

4.3. The warranty period of the **PURCHASE** (i) when the **PURCHASE** relates to construction, is five (5) years from the issuance date of the 'Acceptance Instrument' by **WEG**; (ii) when the object of the **PURCHASE** is services, equipment and materials not related to construction and **WEG** is the final user, is three (3) years from the delivery date or the issuance date of the 'Acceptance Instrument' by **WEG**, whichever occurs later; (iii)



when the **PURCHASE** services, goods, products and/or materials that are used by **WEG** in its production process, is three (3) years from the date of use or installation by **WEG** or from the issuance date of the 'Acceptance Instrument' by **WEG**, whichever occurs later.

4.4. The repair, replacement, or remaking of goods or the re-performance of services under warranty shall renew the original warranty periods of the **PURCHASE**, and a new warranty period equivalent to the original shall start.

4.5. Any part of the **PURCHASE** that is defective, including any hidden defects, shall be repaired or replaced by the **SUPPLIER**, in the shortest time technically feasible, but never longer than fifteen (15) business days, at the **SUPPLIER's** expense, without prejudice to the **SUPPLIER's** responsibility for damages. The **SUPPLIER's** warranty for hidden defects, understood as such defects that make the **PURCHASE** improper for the use for which it is intended or that decreases its value, starts with the end of the warranty period and ends after twenty (20) years or after the useful life of the good, material or product supplied, whichever occurs later.

5. RESPONSIBILITIES

5.1. **WEG** shall not be liable for any personal injury or physical damage incurred by the **SUPPLIER's** employees, agents, subcontractors, or other personnel or by third parties during the performance or fulfillment of the **PURCHASE** by the **SUPPLIER**.


5.2. The **SUPPLIER** shall indemnify **WEG** and third parties for damages which **SUPPLIER** has caused, including any penalties attributed to **WEG** for the **SUPPLIER's** acts or omissions.

5.3. It is agreed between the **PARTIES** that the maximum amount of **WEG's** liability to **SUPPLIER** will be limited to payment of the purchase price stated in the corresponding **PURCHASE DOCUMENT**, and that under no circumstance will **WEG** be liable for any indirect or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of opportunity, etc., of the **SUPPLIER**, even if proven and even if **WEG** was advised of the possibility of such damages.

5.4. The **PARTIES** acknowledge that the limitation and other conditions of civil liability addressed in this Clause 5 were essential inducements for **WEG** to enter into this **PURCHASE**, and as a result, they will prevail over any other provisions to the contrary.

5.5. In case of non-compliance with any obligation set forth in the **PURCHASE DOCUMENT**, including the terms for delivery of any goods, as well as the performance of services, the **SUPPLIER** will be required to pay liquidated damages in the amount of one percent (1%) of the total price of the **PURCHASE**, per day, from the date of delay, individually limited to thirty percent (30%) of the total amount of the **PURCHASE**, without limiting the calculation of, and reimbursement for, damages resulting from the default.

5.6. In the event a judicial or administrative action, complaint, or



any claim is filed regarding any matter for which the **SUPPLIER** is responsible under applicable law, the **SUPPLIER** will be liable for any adverse judgment imposed on **WEG** and/or **WEG's** customers, including attorney's fees and procedural expenses, as well as for all costs inherent to the defense of its interests, and it shall also present all necessary guarantees (court or judicial bonds, etc), or guarantees requested by **WEG**, in its exclusive discretion, in court or otherwise.

5.6.1. If said measures are not appropriately adopted by the **SUPPLIER**, **WEG** may reach settlements, including payments on behalf of the **SUPPLIER**, with or without any monetary adjustments, interest and fines incurred as a result of the **SUPPLIER's** default, offsetting the amount paid against any credits from invoices due to the **SUPPLIER**, in order to preserve the soundness of its assets and its tax good standing, without prejudice to the adoption of any and all legally existing means to collect the amounts related to the payments referred to in this clause.

5.7. The **SUPPLIER** is directly and solely liable and responsible, notwithstanding the completion of performance of services or fulfillment of delivery of goods pursuant to the **PURCHASE**, for damage caused to the environment, resulting from any violation by the **SUPPLIER** of the environmental laws and rules in force, even if resulting from action or omission of its employees or from an act of God or force majeure, exempting **WEG** and **WEG's** customers and holding them harmless from any and all bonds of joint and several or subsidiary responsibility. The

SUPPLIER represents that it is aware of, and is in compliance with, all environmental laws and rules.

6. ABSENCE OF LIENS OR ENCUMBRANCES

6.1. All goods and services which comprise the **PURCHASE** shall be delivered to **WEG** free of any liens or encumbrances.

6.2. The transfer of the risk to **WEG** will occur only at the time of the express full acceptance of the **PURCHASE**.

6.3. The transfer of ownership of the **PURCHASED** items will occur proportionally to the extent that the payment is made and/or the delivery of the **PURCHASE** occurs, whichever occurs first.

7. ACT OF GOD / FORCE MAJEURE

7.1. The **PARTIES** will not be liable for the non-compliance with their obligations in the event of an act of God or force majeure. Notwithstanding the preceding, the Party experiencing such event must notify the other Party of the event within five (5) business days of its discovery of the event.

7.2. The **PARTIES** agree that the following events will not be considered an act of God or force majeure:

- (i) Strikes or labor disturbances, regardless of being declared legal or illegal;
- (ii) Topographical, geological, geotechnical conditions of the place where the object of the **PURCHASE** will be executed;
- (iii) Normal or adverse foreseeable environmental, climatic and hydrological conditions, as informed by the historical average registered

by official governmental sources, of the place of execution of the object of the **PURCHASE** or from the various work areas of the **SUPPLIER**;

- (iv) Change in the applicable law;
- (v) Changes in the market conditions that affect the availability of workforce or inputs, costs, prices or exchange rates, including variations in the commodities, fuel and freight prices;
- (vi) Failure or delay in means of transport;
- (vii) Delays in authorization procedures by the competent bodies and/or issuance of permits by the competent authorities by fault of the **SUPPLIER**;
- (viii) Failures or delays in import, transport or storage by the **SUPPLIER**; and/or
- (ix) Financial inability of any of the **PARTIES** to fulfill its obligations hereunder.

8. EVENTS OF TERMINATION OF THE PURCHASE

8.1. Any **PURCHASE DOCUMENT** may be terminated upon notice sent by **WEG** to the **SUPPLIER**, with immediate effect, in the following cases:

8.1.1. Non-compliance with any clause, condition or provision of the **PURCHASE**, except for those provisions that have a specific penalty set forth in these **GENERAL CONDITIONS**, when such non-compliance is not cured within fifteen (15) days from the date of receipt of the notice sent by **WEG**;

8.1.2. Adjudication of bankruptcy, judicial or extrajudicial reorganization, dissolution or judicial or extrajudicial winding-up, or, also, protests that, in **WEG's**

exclusive discretion, may affect the **SUPPLIER's** obligations;

8.1.3. Order from a public authority to suspend the execution of the object of the **PURCHASE** as a result of violation of applicable law or of lack of necessary licenses and authorizations, under the **SUPPLIER's** responsibility, which lasts longer than fifteen (15) days;

8.1.4. Non-payment, by the **SUPPLIER** or its subcontractors, of the compensation of their employees within the legal term, as well as the non-payment of any charges or taxes levied on activities directly or indirectly related to the execution of the object of the **PURCHASE**;

8.1.5. In the event of direct or indirect change in the **SUPPLIER's** corporate control, as well as in the event of consolidation, spin-off, merger, acquisition or any form of corporate reorganization of the **SUPPLIER** without **WEG's** prior written consent or also in the event of disposal of a significant part of the **SUPPLIER's** assets, or reorganizations that involve change of control or that, in any way, and in **WEG's** exclusive discretion, has a risk of reducing the quality of the object of the **PURCHASE**;

8.1.6. Breach or alleged breach of industrial or intellectual property rights of **WEG** or third parties by the **SUPPLIER**;

8.1.7. Breach or suspected breach by the **SUPPLIER** of the obligations set forth in the Secrecy, Anticorruption and/or Personal Data Protection Clauses;

8.1.8. Suspension of the object of the **PURCHASE** for a term longer than five (5) consecutive calendar days or fifteen (15) cumulative calendar days, without **WEG's** prior written consent;

8.1.9. Suspension of the object of **PURCHASE** due to act of God or event of force majeure for a term longer than fifteen (15) days, in **WEG's** exclusive discretion.

8.1.10. Application of penalty to the **SUPPLIER** or rendering of any decision, whether judicial or administrative, of the private or public sectors, in an amount that, in **WEG's** exclusive discretion, may compromise the **SUPPLIER's** ability to timely comply with its obligations undertaken within the scope of this Agreement.

8.2. In case of termination of the **PURCHASE** by **WEG** by the **SUPPLIER's** fault, **WEG** may, in its discretion, at the **SUPPLIER's** expense, by itself or third parties subcontractors, end the execution of the object of the **PURCHASE** without the need of previous notice, as well as terminate any other existing business, agreement, instrument, covenant or agreement with the **SUPPLIER** or any other person of the **SUPPLIER's** group (whether a controlled company, a controlling company or a company under common control).

8.2.1. The **SUPPLIER** will be responsible for the full reimbursement of the expenses incurred by **WEG** for the conclusion of the object of the **PURCHASE**, including any damages incurred.

8.3. Any **PURCHASE DOCUMENT** may be terminated upon notice sent by the **SUPPLIER** if **WEG** fails to remedy its default, without justification, within fifteen (15) business days from the receipt of said notice in the following cases:

8.3.1. Delay in due and undisputed payments for more than one hundred and twenty (120) days;

8.3.2. Adjudication of bankruptcy, judicial or extrajudicial reorganization, dissolution or judicial or extrajudicial liquidation of **WEG**.

8.4. **WEG** will be entitled to terminate any **PURCHASE DOCUMENT** with fifteen (15) days prior notice to the **SUPPLIER**, without the payment of any indemnity, only the payment for the goods and/or services provided, delivered and accepted by **WEG** until the termination date being due.

8.4.1. In its exclusive discretion, **WEG** may, as an alternative to the termination, determine the suspension of the execution of the **PURCHASE**, in whole or in part, for the period or periods and in the manner that **WEG** may establish, upon notice to the **SUPPLIER**.

8.5. Upon termination of a **PURCHASE DOCUMENT** (including by termination), the **PARTIES** will conduct a settlement of accounts, considering the amounts already paid and any expenses incurred by **WEG**, the portion of the goods delivered and/or services performed by the **SUPPLIER** and accepted by **WEG** and any damage caused, in which case, if there is an amount due to one of the **PARTIES** or a balance to be refunded to **WEG**, such amount shall be paid within thirty (30) business days of the termination.

9. INSTRUCTIONS FOR PAYMENT

9.1. The **SUPPLIER** shall comply with the invoicing processes indicated in the Purchase Order;



9.2. The **SUPPLIER** and its subcontractors are prohibited from fully or partially assigning, offering as guarantee, or conducting any legal business the object of which is a credit resulting from this **SUPPLY**, as well as discounting in bank trade bills issues on invoices or endorsing them to third parties, without **WEG's** prior written consent.

9.3. If the services and/or supply of goods are subject to tax withholding, the collection document shall be forwarded, already highlighting the withholding amounts considered, without limitation, those related to payroll and/or other labor obligations, any value-added taxes, withholding taxes, and any other applicable taxes, fees, contributions, and/or charges.


9.4. If there is a supervening legal provision that extinguishes or reduces the **SUPPLIER's** or **WEG's** social security or tax obligations that are directly levied on the goods and/or services, even if through a tax benefit obtained by **WEG**, the prices will be revised downward to reflect these changes.

9.5. The amount agreed between the **PARTIES** and recorded in the **PURCHASE DOCUMENT** represents the only and full amount of the consideration due from **WEG** to the **SUPPLIER** for the services and/or goods that comprise the **PURCHASE**, and such amount will include all direct and indirect costs and expenses of **SUPPLIER** related to the execution of the services and/or supply of the goods that comprise the **PURCHASE**, even if not expressly indicated in the **PURCHASE DOCUMENT**.

9.6. Without prejudice to any other rights of **WEG**, **WEG** will be entitled to withhold any amounts related to any billing or credit, any invoice or collection document issued by the **SUPPLIER**, in any other legal business executed between the **PARTIES**, in case of non-compliance by the **SUPPLIER** with any obligations set forth in this document, in any **PURCHASE DOCUMENT** or in any other legal business executed between the **PARTIES**.

10. CONFIDENTIALITY

10.1. Any non-public information disclosed by **WEG** or by **WEG's** customers ('Disclosing Party' or 'Discloser') to the **SUPPLIER** ('Receiving Party' or 'Receiver') is considered Confidential Information, within the scope of these **GENERAL CONDITIONS**. The Confidential Information includes, without limitation, technical, operational, financial, commercial, managerial or legal information, including, without limitation, know-how, database, information stored in database, models, formulas, samples, theories, patents, intellectual property, technologies, information on manufacture and technologies of process, flowcharts, photographs, illustrations, personal data, projects, project registration, business manuals, programming codes, computer programs, inventions, industrial and trade secrets, financial conditions, development plans, development identities, offer plans, pricing policies, policies, procedures, concepts of products and services, methods, techniques, documents, data stored in any means, structured or not structured, agreements of any kind, opinions and research. The information on



errors, vulnerabilities, failures, security problems or any other information obtained or resulting from the **PURCHASE** is also considered confidential. Every communication on negotiation and the contracting conditions shall also be considered confidential information. The source-code and the object-code of the systems that are the object of the **PURCHASE** or originally owned by **WEG** or by **WEG's** customers are and shall be considered trade secrets of **WEG** and its licensors, the disclosure of which will cause civil and criminal penalties applicable to trade secret violation.

10.2. The **SUPPLIER**, by itself, its representatives, employees, associates, agents, and/or service providers ("Authorized Personnel") acknowledge and agree that, in the compliance with the obligations object of this Agreement, they will treat as confidential all information to which they have access to due to this Agreement, and they cannot, under any circumstance, disclose, reveal, reproduce and use it for purposes other than those related to the object effectively contracted, or make such information known to third parties foreign to this agreement, under the penalties of the law, unless previously authorized in writing by **WEG**.

10.3. The **SUPPLIER** will immediately inform **WEG** about any court order or request of a competent authority requiring the disclosure of Confidential Information, before the disclosure resulting from the corresponding order. **WEG** or **WEG's** affected customer will take reasonable measures to avoid such disclosure, and the **SUPPLIER** shall always provide necessary and

immediate assistance, observing any express prohibitions included in such court order or request of competent authority. If **WEG** or **WEG's** affected customer is not able to or does not intend to prevent such disclosure, the **SUPPLIER** shall: (i) disclose to the competent authority only the information that is strictly necessary to comply with the order or request; (ii) inform such authority about the strictly confidential and secret nature of the information; and (iii) request that the procedure or proceeding proceed on a confidential basis, or that sufficient measures be taken to preserve the secrecy of the information.

10.4. Upon termination of the Agreement or upon express request by **WEG**, the **SUPPLIER** will be required to return all Confidential Information that is in its possession within five (5) days from the date of the termination of the Agreement or from the receipt of the express request made by **WEG**.

10.4.1. The **SUPPLIER** shall not keep any copy of **WEG's** Confidential Information, nor any Confidential Information of **WEG's** affiliates or **WEG's** customers, unless duly authorized in writing by **WEG**.

10.5. The **SUPPLIER** shall execute appropriate written instruments with its employees, associates, shareholders / quotaholders, administrators, agents, representatives, service providers, attorneys-in-fact and/or consultants as necessary to ensure and maintain the secrecy of this Confidential Information, and such instruments shall impose confidentiality restrictions that are



no less stringent than those established in these **GENERAL CONDITIONS**.

10.6. The **SUPPLIER** acknowledges and agrees that (i) the Confidential Information has a competitive value for **WEG** and for **WEG's** customers; (ii) **WEG** and **WEG's** customers would suffer competitive damage if the Confidential Information was disclosed to any third party; (iii) monetary damages would not be sufficient to compensate for the loss and damage generated by a violation of the confidentiality duty; and (iv) **WEG** and **WEG's** affected customers will be entitled to seek temporary and permanent injunctive relief restraining the use or disclosure of Confidential Information. Therefore, in case of violation of the confidentiality obligations by the **SUPPLIER**, **WEG** and **WEG's** customers may seek, without limitation, any available remedies available at law or in equity for any breach or threatened breach of the duty of confidentiality.

10.7. The duty of confidentiality will remain in force for five (5) years after the end or termination of the **SUPPLY**, and during such time period, **WEG** and **WEG's** customers may seek, without limitation, any available remedies available at law or in equity for any breach or threatened breach of the duty of confidentiality.

11. INTELLECTUAL PROPERTY

11.1. The **SUPPLIER** shall ensure that all patents, trademarks, identifiers, knowledge, know how, projects, computer programs (software), inventions, improvements and innovations, among other intellectual property rights of any

nature that may be used in the performance of services or supply of good pursuant to the **PURCHASE** do not violate any copyright, patent, trademark, identifier, knowledge, know how, project, computer program (software), invention, improvement innovation, business secrecy or any intellectual property good or right of **WEG** and/or of third parties. The **SUPPLIER** shall indemnify **WEG** and **WEG's** customers against any liability for **SUPPLIER's** infringement of any intellectual property rights.

11.2. No provision of these **GENERAL CONDITIONS** shall be construed, under any circumstance, as assignment, transfer, grant and/or license of **WEG's** intellectual property rights to the **SUPPLIER**, of any nature and in any way.

11.3. It is expressly agreed between the **PARTIES** that any and all inventions and/or intellectual property generated, derived, resulting and/or arising from the **PURCHASE** ("Outcome"), whether or not subject to registration, will be the exclusive property of **WEG**, and no additional consideration or compensation will be due to the **SUPPLIER**, its employees, agents or administrators, in any way.

11.4. "Outcome" is understood as all Intellectual Property that may be obtained by virtue of the **PURCHASE**, whether or not subject to registration, protected by any of the provisions provided by law in Brazil and abroad. Any economically appreciable consequence, derivation, gain, product, service and/or solution resulting from the **PURCHASE**, whether or not protected by the



Intellectual Property law, will also be considered an Outcome.

11.5. By virtue of items 11.3 and 11.4, the **SUPPLIER** represents it is aware that **WEG** is the exclusive owner of all Intellectual Property resulting or deriving from the **PURCHASE**, within the scope of these **GENERAL CONDITIONS**.

11.5.1. **WEG** may, at any time, carry out on its behalf the deposit and/or registration of the patents, inventions, software and/or source-codes developed, as well as any other category of intellectual property hereunder, and the **SUPPLIER** hereby grants its irrevocable and express consent in that regard.

11.6. The **SUPPLIER** shall not claim ownership, under any circumstance, of the Outcome and/or any Intellectual Property related thereto, nor copy, change, reverse engineer or disclose it in any way and/or through any means, to any third party without **WEG's** written consent. No registration of Intellectual Property will be necessary for the **SUPPLIER** to recognize **WEG** as the sole and exclusive owner of the Outcome and of the Intellectual Property related thereto. **WEG** shall have sole discretion to register or not register the Outcome and/or any Intellectual Property related thereto.

11.7. The **SUPPLIER** hereby grants **WEG**, and ensures that any third party holder of the intellectual property rights shall grant **WEG**, an unrestricted, irrevocable, definitive, perpetual, global, non-exclusive license, subject to sublicensing and free of royalties from commercial exploitation of the intellectual

property the use of which is necessary for the full operation and performance of the **PURCHASE**.

11.7.1. Licensing of any nature, including licensing of software or cloud computing service, or any other transactions involving rights related to intellectual property necessary for the fulfillment of the purpose of the **PURCHASE** shall be considered an integral part of the respective **PURCHASE**, and neither the **SUPPLIER** nor any third party may impose any lien upon or charge any additional payment for said licenses of software and cloud computing. If such liens or additional payments are necessary for fulfillment of the **PURCHASE**, such shall be the sole responsibility of the **SUPPLIER**, and **WEG** shall have the right to withhold any respective amounts **WEG** deems necessary to satisfy any lien and/or pay such additional payments.

11.8. The **SUPPLIER** shall specify, in writing and before the delivery, all open source software contained in or used by the software and the respective terms of the two licenses, as applicable, and request written approval for their use. Any use of an open source software without **WEG's** prior written consent will be a violation of these **GENERAL CONDITIONS**, and **WEG** may, in its sole discretion, terminate any related agreement without incurring any liability or obligation. The **SUPPLIER** shall be liable for all losses and damages suffered by **WEG** as a result of the use of an open source software without **WEG's** prior written authorization and/or resulting from **WEG's** termination of any related agreement between the **PARTIES**.



11.9. For all purposes, any and all software developed under an agreement between the **PARTIES** shall be considered as a software developed on order, or work made for hire, by the **SUPPLIER** for **WEG**.

11.10. All data, generated or used during or as a result of the services provided under this agreement, whether or not stored in structured databases, are considered confidential data and trade secrets, belonging to **WEG**, under the terms of the applicable law, and the **SUPPLIER** is bound to the duty of confidentiality.

11.11. The **SUPPLIER** shall ensure that its employees, agents, subcontractors, and/or outsourced personnel sign terms and/or statements that establish that all results of the works produced within the scope of this agreement shall belong exclusively to **WEG** and that they shall not claim or assert any intellectual property rights related thereto. The **SUPPLIER** shall provide signed copies of said documents whenever requested by **WEG**.

11.12. The **SUPPLIER** will be held criminally and civilly liable, as the case may be, for any violation of **WEG's**, or any third party's, intellectual property rights as set forth under Brazilian law and under the laws of the jurisdiction where such violation was committed, without prejudice to **WEG's** right to request reimbursement for losses and damages of any nature.

11.12.1. In addition to the penalties provided for above, the **SUPPLIER** shall, at its expense, fully replace any part of the **PURCHASE** that

violates the intellectual property rights of **WEG** or of third parties.

11.13. The studies, projects, reports and other documents developed by the **SUPPLIER** pursuant to the **PURCHASE**, as well as the projects, blueprints, drawings, studies, reports and other documents delivered to the **SUPPLIER** by **WEG** for preparation, performance and delivery of any service, good or material, shall be **WEG's** property, and **WEG** may register such with any appropriate governing body and use the same without any restriction or additional cost, including in similar endeavors by **WEG**, its controlled companies, controlling companies and companies associated therewith.

11.14. It is understood and agreed that any technical documents, calculations, drawings, blueprints, prospects, and items of similar import that were given to the **SUPPLIER** by **WEG** are **WEG's** exclusive property, and they shall be returned **WEG** at the end and/or termination of any service or supply, and the **SUPPLIER** shall be subject to any applicable legal remedies for the unauthorized use of such documents.

12. ANTI-CORRUPTION PRACTICES AND COMPLIANCE WITH THE APPLICABLE LAWS

12.1. The **SUPPLIER** represents and warrants, on behalf of itself, its subsidiaries and its representatives, that:

(i) It has not offered, promised and it shall not offer nor promise any advantage or benefit to any employee of **WEG**, its administrators and/or

representatives, for obtaining any business;

(ii) It complies and will continue to comply, during the entire duration of the relationship with **WEG**, with the anti-corruption, anti-bribery, conflict of interests and labor rules and regulations applicable to itself and to the fulfillment of the **PURCHASE**, as well as that it is not involved in any act of corruption, whether through the participation of public agents, public companies, private companies or political parties;

(iii) It is not involved in practices of money laundering, terrorism or that violate universal human rights;

(iv) It observes the local and international rules and regulations of economic embargos and sanctions applicable to the purpose of the **PURCHASE** and the relationship with **WEG** ("**ECONOMIC SANCTIONS**"), throughout its supply chain, as well as that it is not subject to **ECONOMIC SANCTIONS** that restrict the fulfillment of the **PURCHASE** with **WEG**.

(v) It is aware of, accepts and undertakes to fully comply with the Code of Ethics governing **WEG's** Suppliers, available at: www.weg.net, under "Ethics".

12.1.1. The violation of any of the representations provided by the **SUPPLIER** will be considered a serious breach of the **PURCHASE** and these **GENERAL CONDITIONS**. As a result, any such breach shall give **WEG** the right to immediately terminate or suspend any relationship or agreement in force with the **SUPPLIER**, without prejudice to any remedies available to **WEG** for any losses and damages caused by the **SUPPLIER's** breach.

13. EXPORTS CONTROL

13.1. The **SUPPLIER** shall comply with all laws, regulations, orders, embargos and other applicable export restrictions required to obtain all necessary export licenses. Upon written request by **WEG**, the **SUPPLIER** shall provide **WEG** with all information and data that prove its good standing regarding all foreign trade regulations applicable to the **PURCHASE**.


13.2. The **SUPPLIER** shall be solely responsible for complying with the foreign trade regulations applicable to the **PURCHASE**, including the number of the export control list and the Number of Export Control Classification in accordance with the United States' Trade Control List.

14. PRIVACY AND PROTECTION OF PERSONAL DATA

14.1. The **SUPPLIER** represents it is aware of and accepts that, for the fulfillment of the **PURCHASE**, the processing of personal data provided by one **PARTY** to the other may be necessary. Such processing activities shall occur, as a rule, from the sharing of personal data among Controllers.

14.2. Strictly for the interpretation of this clause, the terms and expressions: Controller, Processor, Personal Data, Subject, Processing, Consent, and National Data Protection Authority shall have the meanings attributed thereto by the applicable law.

14.2.1. Under no circumstance shall these **GENERAL CONDITIONS** establish a Controller-Processor relationship between the **PARTIES**, nor will it



make the **PARTIES** joint Controllers of personal data. If a potential existence of these relationships is observed during the **PURCHASE**, a specific written agreement shall be entered into between the **PARTIES**, by their legal representatives. The **SUPPLIER** also represents it is aware of and accepts that, if a Controller-Processor relationship is established between the **PARTIES**, where **WEG** is the Controller, any personal data processing activity conducted by the **SUPPLIER** without the execution of a specific agreement, as established in this contractual clause, may be considered an activity of irregular processing.

14.2.2. The **PARTIES**, within the scope of these **GENERAL CONDITIONS**, are responsible, in an independent manner, for all personal data processing activities that may be conducted as a result of the **PURCHASE**, including, without limitation, the activities of personal data sharing with the other **PARTY**.

14.2.3. In case of damages caused by violations related to personal data processing carried out by the **SUPPLIER**, or any application of sanctions resulting from such violations, the **SUPPLIER** will be considered fully responsible, exempting **WEG** and reimbursing all costs incurred thereby. If the data subject makes a complaint directly to **WEG** for violation of the obligations of personal data processing attributed to the **SUPPLIER**, the **SUPPLIER** shall reimburse **WEG** for amounts that may have been paid as indemnity, including, but not limited to, the costs related to its defense.

14.3. The **PARTIES** are responsible, within the scope of its processing activities, for strictly complying with the laws and regulations related to Data Protection and Privacy, as well as with the orders, instructions and determinations of the National Data Protection Authority (ANPD), fully ensuring the legality of the processing activities, the fulfillment of the subjects' rights, and the integrity, availability, and confidentiality of personal data, following strict information security standards.

14.4. In the activities that involve sharing of personal data, the **SUPPLIER**, when transferring personal data to **WEG**, represents that it has obtained and processes such data in a lawful and legitimate manner, and also that it has a valid legal basis for making such transfer.

14.4.1. **WEG** shall not be required to share personal data with the **SUPPLIER** in the absence of a legal basis that supports the data sharing processing activity.

14.4.2. If the sharing is based on personal data provided with the consent of the data subject, the **SUPPLIER** undertakes to comply with the requirement to obtain specific consent in accordance with the procedures provided for under applicable law. The **SUPPLIER** is also required to inform **WEG** that such transfer is based on the consent of the data subject, before effectively conducting the transfer. The **SUPPLIER** is also required to inform **WEG** of any requests by the subjects to correct, delete, anonymize, or block data according to the procedures set forth under applicable law.



15. FINAL PROVISIONS

15.1. If any clause or provision hereof is annulled by virtue of law or declared null by virtue of a court decision, the remaining clauses and provisions will fully survive.

15.2. Any document related to the **PURCHASE**, including the documents listed in sub-clauses 1.3 and 1.4, may be electronically signed, using legally valid signature platforms. If the documents are electronically signed, the **PARTIES** agree and represent that they consider the electronic method used for the signatures to be suitable, admitting as valid and accepting the method of proving authorship and integrity, pursuant to the terms of the applicable law. The **PARTIES** acknowledge that the documents signed electronically by the **PARTIES** and by two witnesses enable specific enforcement of the obligations agreed.

15.3. The **SUPPLIER** represents that it has had the opportunity to review these **GENERAL CONDITIONS**, including with any legal support/guidance, and to present its comments, if any, acknowledging that any deviations will only be valid if formalized in writing in a specific document signed by the **PARTIES**.

15.4. Unless expressly agreed upon by the **PARTIES**, these **GENERAL CONDITIONS** do not imply an exclusive relationship among the **PARTIES**. The **SUPPLIER** may continue to supply products and services to third parties, ensuring that it will adopt, when supplying to **WEG**, its best prices and its best commercial conditions.

15.5. No failure or delay on the part of a **PARTY** to exercise any right, power, or remedy under these **GENERAL CONDITIONS** or the **PURCHASE DOCUMENT** shall operate as a waiver thereof, nor will any single or partial exercise of the same by a **PARTY** preclude any other or further exercise thereof or the exercise of any right, power, or remedy.

15.6. The **SUPPLIER** shall not assign, in whole or in part, including subcontracting, any part of the **PURCHASE**, except in cases expressly authorized by **WEG**, and evidenced by a contractual amendment signed by the legal representatives of the **PARTIES**.

16. LAW AND JURISDICTION

16.1. The Jurisdiction for resolution of disputes will be defined based on the applicable law of the location of the **WEG** unit responsible for the **PURCHASE**.

Jaraguá do Sul/SC, March 2023.