



## **General Supply Conditions**

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## GENERAL SUPPLY CONDITIONS

Any and all supplies of products or services contracted by and between Whirlpool S/A, through its Home Appliances Business Units and Compressors and Refrigeration Solutions – Embraco, Whirlpool Eletrodomésticos AM S/A. and/or its controlling, related companies and subsidiaries (the “Buyer”) and the supplier qualified in the act of filing of the access to the Integrated Supply Management – ISM Portal and sole holder of the access password mentioned in the acceptance field below (the “Supplier”) shall be subject to the general terms and conditions of supply provided hereinbelow (“General Conditions”):

1. **PURCHASE DOCUMENTS:** These General Conditions, jointly with the Purchase Order, SAP Agreement, Remittance Program, Remittance Division, Forecasts and/or Releases (jointly hereinafter called the “Purchase Documents”) and jointly with any other documents issued by virtue thereof, including, without being limited to, specifications, drawings, products or services quality level agreements, management of effects, descriptive memoranda and bidding notices for carriers (the “Specific Conditions”) constitute the entire agreement between the parties concerning the sale and purchase of products and/or services indicated in the Purchase Documents (“Products or Services”). The terms “General Conditions”, “Purchase Documents”, “Specific Conditions” and “Agreement” are used herein in an indistinct manner. The Forecasts do not constitute firm orders or commitment to purchase by the Buyer, but rather constitute mere purchase forecasts. Except if there is a written supply agreement or services agreement having as object the acquisition governed by these General Conditions and duly signed by the legal representatives of both parties, these General Conditions shall prevail over and supersede any statement, negotiation or previous agreement, written or oral, including those eventually contained in quotations, proposals, confirmations or invoices of one party to the other, except if otherwise established by the parties, in writing.

2. **ACCEPTANCE:** The written confirmation, electronic confirmation checked through the typing of your password in the acceptance field hereinbelow and/or the start up of supply of Products or the rendering of the Services by the Supplier shall represent full and irrevocable acceptance of these General Conditions by the Supplier. Any terms or conditions presented by the Supplier in disagreement with or different than or in addition to these General Conditions or that have as purposes to amend these General Conditions, totally or in part, shall not be valid and produce no effects, except if approved by the Buyer in writing. These General Conditions are applicable both to punctual supplies that may occur at any time and to continuous supplies.

3. **THE BUYER’S OBLIGATIONS:** The Buyer shall not be obligated to buy any products or services from the Supplier, except in the quantity, quality and price established in the Purchase Documents.

4. **PRICE AND OTHER COMMERCIAL CONDITIONS:** Price and other commercial conditions for acquisition of the Products or Services (the “Price”) shall observe the terms of the relevant Purchase Documents and shall be valid and fixed for the period indicated therein. The Price constitutes the full consideration of the Supplier for the supply of the Products or Services, already including all taxes, raw materials and costs incurred by the Supplier. No other amount of any nature will be added up to the Price or in any other manner collected from the Buyer without its previous and express consent. The payments to the Supplier shall only be made by the Buyer by means of deposit to the bank account indicated by the Supplier for such purpose. Any intent of assignment of credits arising herefrom by the Supplier to third parties shall only occur upon previous and express authorization by the Buyer. In the case of anticipated payment of the amount by the Buyer to the Supplier and non-compliance by the Supplier with its obligations of supply of the Products and Services, the amounts paid by the Buyer shall be immediately reimbursed by the Supplier added up by interest of one percent (1%) per month plus monetary correction as from the date of payment up to the date of effective reimbursement, on a pro rata temporis basis, notwithstanding other legal remedies available to the Buyer as provided in law and in this Agreement.

5. **DELIVERY:** The delivery conditions of the Products or Services are those indicated in the Purchase Documents. The Supplier hereby agrees that compliance with the terms is essential

for the activities developed by the Buyer and, accordingly, hereby undertakes responsibility for the timely delivery of the correct quantity and quality of Products or for the timely and correct supply of the Services, under penalty of reimbursing and indemnifying the Buyer for all losses caused. Also, should the Supplier verify that it will not be able to comply with the agreed terms, it shall (a) receive the supply from third parties, provided that previously authorized by the Buyer to do so, provided however, that in such hypothesis it shall remain fully liable for the supply by the third party, or, should it not be possible (b) to communicate such fact to the Buyer, with reasonable advance, so as to permit the parties to establish an action plan compatible with their needs.

6. CHANGES: The Buyer may, at any time, change the Specific Conditions for acquisition of the Products or Services, including, without being limited to, technical specifications, term, place of delivery, type of transportation, among other requirements. In such hypothesis, should the Supplier's costs be materially affected by virtue of any modification intended by the Buyer, the Supplier shall communicate such fact within the maximum term of thirty (30) days as from the date of request of change by the Buyer, so that the parties may negotiate the proper adjustments of Price and/or other terms and conditions.

7. INSPECTIONS/TESTS: Payment of the Price or inspection or test of the Products or Services by the Buyer do not represent its acceptance concerning the quality of the Products or Services and do not release the Supplier from its obligations. The Buyer may inspect the Products or Services and reject, totally or in part, those that may present any defects, non-conformity with the specifications or no-reliability. The rejected Products may be returned to the Supplier, at its own expenses and notwithstanding other rights of the Buyer, provided that the latter may charge the Supplier for all expenses arising from inspection and return thereof. Should the services rendered by the Supplier not be in conformity with the conditions established in the relevant Purchase Documents and/or Specific Conditions or be insufficient, negligent or defective, totally or in part, the Buyer may request the Supplier to correct or complete the Services, as the case may be, notwithstanding an eventual indemnification for the resulting losses. The forecasts contained in the Purchase Documents or in the Specific Conditions do not release the Supplier from the obligation of testing, inspecting and maintaining the quality control of the Products and Services. The Buyer may, at any time, upon previous scheduling, inspect the manufacturing premises of the Supplier and review and assist the manufacturing and test procedures of the Supplier as regards the Products supplied. The Buyer shall restrict the inspection only to the areas related to manufacturing of the Products.

8. WARRANTIES: The Supplier hereby represents, for the Term of Warranty defined hereinbelow, that all Products or Services: (a) will be supplied or rendered in accordance with the applicable specifications, samples, models, drawings, descriptions and standards; (b) will be packed, identified and labeled in a proper manner and/or in accordance with the instructions given by the Buyer; (c) are new, subject to commercialization, suitable to the purposes for which they are designed, safe and free from defects concerning raw material, manual work and design; (d) are manufactured and commercialized in accordance with all applicable rules and laws; (e) will have their ownership transferred to the Buyer in a free manner, exempt from any burden and liens, and (f) do not violate any marks, patents or other intellectual property rights of third parties. Except if a longer term is granted by the Supplier in writing, the Term of Warranty shall be the longest among the following terms: (i) should the Products not be incorporated into the products manufactured by the Buyer, eighteen (18) months from the date of start up of use of the products or acceptance of the Products or Services, whichever occurs later, or (ii) should the Products be incorporated into the products manufactured by the Buyer, eighteen (18) months from the date of incorporation of the Products into the products, or the warranty term given by the Buyer to its consumers for acquisition of the products, whichever occurs later. No limitation of the resources available to the Buyer in the case of breach of warranty by the Supplier has been or will be previously established, except if otherwise agreed by the Buyer, in writing. During the Term of Warranty, the Supplier undertakes to repair, correct and reconstruct, at its own expenses, all Products or Services that may present any defects or incorrections. Any other quality agreements established by the parties are in addition to and do not replace or limit the warranties established herein or any other rights of the Buyer established in law or in the Agreement. All warranties shall remain valid after the inspection, test, and acceptance of the Products or Services and shall survive termination of this Agreement.

9. CIVIL LIABILITY: The Supplier shall hold harmless, defend (upon request of the Buyer to such effect) and indemnify the Buyer, its controllers, related companies and subsidiaries, as well as its successors, assignees, agents, representatives, employees and consumers in connection with any and all judicial or extrajudicial claims, losses, damages, indemnifications, costs and expenses (including attorney's fees and any amounts paid in settlements) arising from (a) actual or alleged violation of any marks, patents or other intellectual property rights or competition rules, incurred in the manufacture and/or commercialization of the Products or Services; (b) losses and personal and/or property damages, either actual or alleged, caused to the Buyer or to third parties, including rework or recall costs arising from (i) any defects, non-conformity with the specifications or non-reliability of the Products or Services; (ii) breach of warranty or any other duty arising from this Agreement by the Supplier, or (iii) violation of any rules, laws or regulations by the Supplier.

10. PRODUCT SAFETY AND ENVIRONMENT: The Supplier shall immediately notify the Buyer, in writing, should it verify that any Products or Services (a) do not comply with or violate any applicable environmental or product safety rule; (b) present any defect that may create a risk of damage or loss to the users and/or obligates the Buyer to advise them on the existence of such defect; or (c) contain or have been produced or rendered with the use of any substance (i) that is or may be specified in a national or international law or regulation as being dangerous to the health or environment, or (ii) that creates to either Party hereto, by virtue of national or international law or regulation, the obligation of advising the users on the employment of such substance. Notwithstanding the foregoing, the Supplier shall submit to the Buyer, at any time, any technical clarification and information that may be requested by the Buyer concerning the supplied Products or Services.

11. TOOLS: (a) Should the scope of the supply include the development, adaptation, manufacture, installation or availability of any moulds, tools or other machines and equipment (the "Tools"), the Supplier, upon the Buyer's request and after termination of the development, shall submit the drawings and specifications of the Tools to the previous analysis and approval of the Buyer. The Supplier shall not start the manufacture of the Tools until it receives a written authorization of the Buyer to such effect. Payment of the Tools, if same is to be made by the Buyer, shall only be made by the Buyer after the Supplier has installed, tested and demonstrated that the Tools are in compliance with the applicable specifications (start-up). (b) The Tools themselves, the Drawings of the Tools developed to the Buyer, the spare parts and other materials necessary to their utilization ("Tools and Accessories") supplied to and paid by the Buyer (including Tools paid by means of amortization with Products or Services), even if assigned to the Supplier as a loan for use (commodatum) are the exclusive property of the Buyer, provided the Supplier shall satisfy all legal requirements and specifications of the Buyer concerning their use, maintenance, storage and transportation. All Tools and Accessories shall be identified as being owned by the Buyer and shall only be used for the manufacture of the products or rendering of services destined to the Buyer.

12. FREE LEASE (COMMODATUM): It is also established that should the supply of Products or rendering of Services imply the loan, to the Supplier, of any Tools owned by the Buyer, such loan shall be made as a commodatum, with applicability of all provisions of the law. It is hereby agreed that the Tools shall be used by the Supplier solely and exclusively to serve the Buyer. In the event of termination of the Agreement for any of the reasons listed in Section 18 hereinbelow or of a notice to the Buyer to such effect, the Supplier shall make the immediate return of the Tools to the Buyer.

13. NON-EXISTENCE OF AGENCY: This Agreement does not constitute any of the Parties as representative, agent, employee or attorney-in-fact of the other Party. Any and all fiscal, social, labor or social security charges that may be due by direct or indirect consequence of the supply of Products or Services shall be exclusively incumbent upon the Supplier, without any joint liability or reimbursement obligation by the Buyer.

14. SUPPLY OF SERVICES AT THE BUYER'S PREMISES: The Supplier shall submit to the Buyer a list of its employees that will have access to the premises of the Buyer for the rendering of Services, as well as to cause such employees to follow the conduct rules and procedures

adopted by the Buyer, also observing its internal policies, under penalty of being liable for payment, to the Buyer, of any losses arising from damage or failure that its employees may cause, voluntarily or involuntarily, to the premises and employees of the Buyer or to third parties, up to the limit of its involvement. The Supplier shall deliver and be liable for utilization by its employees of Individual Protection Equipment (“EIPs”) and Collective Protection Equipment (“ECPs”), as well as to annually deliver the following documents to the Buyer: Program for Medical Control of Occupational Health (“PCMSO”) NR7, Program for Prevention of Environmental Risks (“PPRA”) NR9 and Minutes of the Internal Commission of Prevention of Accidents (“CIPA”) (NR5 and its updates).

15. MARKS: Any and all utilization by the Supplier of any marks or names owned by the Buyer, including in any mentions made in references given by the Supplier to other clients may only be made upon the previous and express authorization of the Buyer. Upon termination of this Agreement, the Supplier shall immediately cease any type of use of the name and/or marks owned by the Buyer, under penalty of being liable for damages to which it may give rise.

16. INTELLECTUAL PROPERTY: The Supplier hereby grants to the Buyer that the purchase, use, importation, exportation or sale of the Products does not violate any patent registered or applied for in any countries where the finished products into which the Products have been incorporated may be manufactured, used, sold, exported or imported by the Buyer. Should the scope of supply involve any activities of research or development by the Supplier, the parties hereby agree that the intellectual property of all developed information shall be owned by the Buyer. Accordingly, the Supplier hereby assigns to the Buyer any and all intellectual property rights arising from any research and development that may be carried out by virtue of the scope of the supply hereunder.

17. CONFIDENTIALITY: The parties hereby acknowledge and agree that all information exchanged between the parties during the validity of their relationship constitute confidential information (the “Confidential Information”). Such information disclosed in writing or orally and regardless of being or not identified as confidential, secret, restricted or privileged, shall be maintained in confidentiality by the other party. The purpose of the exchange of information is only to permit the parties to comply with their obligations and responsibilities arising from the supply. The parties hereby agree to disclose the confidential information only to those employees that need to be aware of the information by virtue of their activities and to treat such confidential information with the same degree of care with which they treat their own confidential information, at any time, using, however, the minimum reasonable care to maintain the confidentiality of the Confidential Information. The following information shall not be deemed confidential information: (a) the information that the receiving party may prove, at the time of receipt, that was already known by it prior to receiving it from the other party; (b) that is or becomes known by any act that does not result from willful misconduct or negligence from the party that receives the information; (c) has been disclosed upon the express and written authorization of the party that is the holder of the information, or (d) has been disclosed by legal or judicial order.

18. VALIDITY AND TERMINATION: Except if a term is established in the Purchase Documents or in the Specific Conditions, this Agreement shall be valid for an indefinite period of time, as from the date of beginning of supply of the Products or rendering of the Services. This Agreement may be terminated at any time, without cause, (a) by agreement between the parties, (b) upon written notice from one party to the other, with the minimum advance foreseen in the Purchase Documents or in the Specific Conditions, as the case may be, or, should there be no express provision to such effect, at ninety (90) days (which period shall be hereinafter called the “Phase-out”). During the Phase-out period, the parties agree to cooperate and endeavor all efforts to minimize the adverse effects of termination. All terms and conditions of this Agreement shall remain in force during the Phase-out period. This Agreement may also be terminated at any time, with cause, in the following events: (a) non-compliance with any obligation arising herefrom, should such situation last for fifteen (15) days from receipt of the notice to such effect by the aggrieved party; (b) protest of credit instruments of the Supplier or the filing of an action for execution without the Supplier having filed a preliminary injunction for suspension of protest or stay of execution; (c) bankruptcy, judicial or extrajudicial liquidation or judicial or extrajudicial recovery, requested, adjudged or ratified, of either Party hereto, or (d)

corporate reorganization that, in the grounded understanding of the other party, may affect the capacity of the party under the reorganization process to comply with its obligations. In the hypothesis of termination with cause, the aggrieved party shall be entitled to receive from the other party an eventual indemnification for any losses and damages incurred, notwithstanding the other penalties established in this Agreement. The obligations that, due to their nature, shall survive termination of this Agreement, shall remain in full force.

19. ASSIGNMENT: The Supplier shall not assign any of its rights or obligations arising from the Agreement with the Buyer, except upon the written approval of the Buyer to such effect.

20. OFFSET: The Buyer may discount or in any other manner offset any amounts due by the Supplier hereunder against any credits existing to the order of the Supplier.

21. SPARE PARTS: Should the obligations of the Supplier include the supply of any replacement parts or other components for spare parts, the Supplier hereby undertakes to be able to supply to the Buyer the parts destined to replacement for the period of ten (10) years as from the date of the last purchase made by the Buyer. The referred supply of spare parts, if any, shall be governed by the same terms and conditions established in the Agreement. In the case of supply of parts of exclusive use of the Buyer (which condition shall be indicated by the Buyer) the Supplier hereby already represents that the supply of such parts shall be exclusively made to the Buyer.

22. INVESTMENTS: The Supplier hereby represents that it has the means necessary to supply the Products or Services and also recognizes that any investment that it may make, or any cost or expense incurred by the Supplier in the acquisition of any real estates, vehicles, machines or equipment, as well as any improvements of such assets, shall be exclusively and solely borne by the Supplier. Accordingly, the parties agree that the Supplier shall not be entitled to make any claim against the Buyer for reimbursement of such investments, costs, expenses or improvements, except if previously and expressly agreed in writing by the Buyer, based on an investment plan approved by both parties.

23. FORCE MAJEURE OR ACT OF GOD: Any delay or failure to comply with the obligations of either party shall not constitute a violation hereunder if resulting from the occurrence of any event of force majeure or act of God. For the purposes of this Agreement the shortage of raw material or strike of the Supplier's employees shall not be deemed events of force majeure or acts of God. Should the event of force majeure or act of God last for more than thirty (30) days, the aggrieved party may terminate the Agreement without any obligation of indemnification.

24. WAIVER: Any indulgence by either Party as regards any eventual contractual violation of the other shall not imply modification, renewal or waiver of any right or prerogative. Any amendment to these General Conditions, the Purchase Documents or the Specific Conditions shall only be valid if made in writing by the parties. In the hypothesis of the conflict between the General Conditions, the Purchase Documents or the Specific Conditions, the documents shall prevail in the following order: 1) General Conditions; 2) Purchase Documents; and 3) Specific Conditions.

25. GOVERNING LAW AND ELECTION OF COURT: This Agreement, constituted by the General Conditions, the Purchase Documents and the Specific Conditions shall be governed and construed according to the Brazilian law. The parties elect the Court of the City of São Paulo, State of São Paulo, to solve any dispute that cannot be solved amicably by the parties, with the express waiver of any other Court, however privileged it may be.

26. SOCIAL RESPONSIBILITY: The parties hereby recognize the relevance of the development of practices of social responsibility. To such effect, the parties hereby represent that they act directly and indirectly in a socially responsible manner concerning the following items: (a) values and transparency; (b) internal public; (c) environment; (d) suppliers; (e) consumers/clients; (f) community; (g) government and society; and (h) eradication of slave, forced work, and work by children and adolescents, and, accordingly, the parties hereby represent that: (i) they do not employ minors of 16 in any work – except in the condition of apprentices, after 14 years old – or minors of 18 in night, dangerous or unhealthy activities, and that they comply with all applicable

rules and laws; (ii) they do not employ slave, forced, children or adolescent work in their productive chain; (iii) they manage their activities in an environmentally responsible manner, so as to identify eventual environmental impacts arising from their activities, trying to minimize the negative impacts and to expand positive impacts and that are committed with maintenance and improvement of environmental conditions; (iv) they make permanent investments in the development of reliable products and services, which minimize the risks of damages to the health and safety of users and the community, in general; (v) they require that their suppliers, partners and subcontractors also undertake the aforementioned social responsibility practices. The parties hereby undertake to jointly define, by means of a future agreement, specific parameters to assess the level of responsibility in such items, when they will establish minimum levels and targets relating to social responsibility. Such agreement shall necessarily establish the extension of such minimum levels and targets for all players of the value chain in which the parties are involved.

27. The parties represent that (i) where properly assisted by professionals with capacity to identify and comprehend the content of the provisions set forth herein and in the respective attachments and (ii) acknowledge the legislation applicable hereto.

28. REGISTRATION: These General Conditions are registered with the 10th Registry of Documents and Deeds of the State of São Paulo, under no. 1.865.418 and supersede the previous version, also registered with the 10th Registry, under no. 1.828.876.