

GENERAL PURCHASE CONDITIONS

The following General Conditions are considered by the NIDEC GA group as the governing document for any and all supplies of Products or Services contracted between one of its composing entities and the supplier, duly qualified in the act of registration of access to the NIDEC GA Supplier Portal and/or identified in the Supplier Registration Form - Form A. The Supplier acknowledges and accepts these conditions, being the essential element by meaning of which NIDEC GA intends to enter into a commercial relationship with the Supplier.

1. DEFINITIONS

In these General Purchase Conditions, the following terms shall have been intended as having the following meaning:

- a) "Products" and/or "Services" shall mean any material, components, goods, equipment, part, service and other item to be provided by the Supplier to NIDEC GA;
- b) "General Conditions" or "Conditions" means the General Purchase Conditions issued by NIDEC GA Group;
- c) "Purchase Order" or "PO" means the completed purchase order document issued by NIDEC GA together with any documents referred to;
- d) "Supplier" means a person, firm or company named in the PO;
- e) "NIDEC GA" means one, or more, individually or jointly considered, of the entities described in Appendix I of this Conditions, which together compose the entire NIDEC GA Group;
- f) "Scheduling Agreement" means a long-term open order specifying in particular agreed commercial conditions determining the supplies and stating mainly (i) indicative volumes which will not set or constitute any right upon the Parties or third parties, (ii) fixed prices binding between the Parties, unless otherwise expressly agreed;
- g) "Release/Delivery Schedule" means the schedule of deliveries of individual Products on the basis of the Scheduling Agreement and in accordance with its conditions with a precise specification of the quantity and date of delivery, unless otherwise expressly agreed;
- h) "Supplier Portal" means the electronic tool used by some NIDEC GA entities to manage most parts, such as, but not limited to, registrations; consents; quotations; bids; etc, of its commercial relationship with Suppliers;
- i) "Form A" means a registration form used by NIDEC GA to collect initial information as well as consent from Supplier from time to time;
- j) "Purchasing Documents" means the set of documents that, jointly, may govern the relationship between the Parties, be it a PO; a Scheduling Agreement; a Release Schedule, etc.

2. APPLICABILITY

The General Conditions are considered as the ruling document of each commercial relationship between NIDEC GA and the Supplier, whether attached or expressly referred to in a particular document or not. In case of conflict between the provisions of the General Conditions and specific contract signed between NIDEC GA and the Supplier, provisions of the specific contract prevail to provisions of the General Conditions, unless otherwise resulted from, or expressly stated in these General Conditions or in such a contract.

3. ACCEPTANCE

The written and/or electronic confirmation given by the Supplier in the moment it accesses NIDEC GA Supplier Portal and/or its signature on the Form A, at the beginning of the relationship between NIDEC GA and Supplier or later on and/or the acceptance and execution of the Scheduling Documents, represents the full and irreversible acceptance of these General Conditions by the Supplier, not been valid any other terms or conditions presented by Supplier and not explicitly accepted by NIDEC GA.

4. NIDEC GA PURCHASE COMMITMENT

NIDEC GA will purchase Products and/or Services in the quantity or amount expressly agreed in the Purchase Order or in the quantity indicated in the firm period of a Release/Delivery Schedule based on the Scheduling Agreement. The acceptance of each Scheduling Agreement for each year is considered as agreed and bound for both Parties once it is sent by NIDEC GA to the Supplier by email to Supplier's usual email address, unless it is objected to within 10 days from receipt.

5. PRICE AND OTHER COMMERCIAL TERMS

Supplier will provide the Products and/or Services at the price expressly agreed that is intended fixed unless different agreement between the Parties. Supplier warrants that the price for Products and/or Services including discounts and rebates, is no less favorable than those prices extended to any other

customer of Supplier for the same or similar Products and/or Services in similar quantities.

Supplier warrants that its prices are complete, final and fix and that no additional charges of any type shall be added without NIDEC GA's prior written consent including, but not limited to charges for shipping, labeling, storage, cartage, insurance, taxes, brokerage fees, customs duties, and surcharges of any type, packaging (including costs of acquisition, replacement and maintenance of packing units for proper accommodation, handling, moving and warehousing, freight cost related to the return of the empty packing units), costs related to rights and other expenses in connection with patents, trademarks, manufacturing process and use of products and its spare parts, works, components, materials, rewards and costs, construction and manufacturing of components of products, insurance up to price of products, all transport costs of delivery to NIDEC GA, assistance by loading and unloading, storing, installation and assembly with all parts and components of products at NIDEC GA, staff training, including all transport, accommodation, nutrition and all other necessary costs of persons taking a part on performance of products, technical documentation and all other required, offered and/or agreed items.

The price of Products and/or Services will be paid by NIDEC GA, subject to the receipt of a due invoice, according to the payment terms expressly written on the PO.

Supplier agrees that NIDEC GA has the right to set off or recoup any indebtedness or obligations of Supplier to NIDEC GA, or other claim which NIDEC GA may have against Supplier under these purchase conditions or other agreement.

In case there is a debit/credit account between the Parties, eventual existing credit balance in favour of the Supplier will be used to set off and reimburse NIDEC GA's evidenced losses originated by the Supplier's default.

In case the Supplier or NIDEC GA expresses interest to change the agreed-upon price of the Products and/or Services, the Parties shall enter into negotiations with good will to reach an agreement. Until this agreement is reached, the original price of the Product is effective.

Any intention to assign credits arising from this General Conditions by the Supplier to third parties may only occur after prior and express written authorization from NIDEC GA.

If there is any NIDEC GA's advance of values to the Supplier and if it fully or partially discharges its obligations to supply the Products and Services, the amounts paid by NIDEC GA shall be immediately returned by the Supplier, with interest of 1% (one percent) per month, from the date of payment to the date of effective return, *pro rata temporis*, without prejudice to the other legal remedies in favor of NIDEC GA provided for in these General Conditions and/or by law.

6. DELIVERY

The conditions of delivery of the Products or Services are those indicated in the respective PO. The Supplier agrees that the fulfillment of the deadlines is essential in the activity developed by NIDEC GA and, for this reason, assumes responsibility for the timely delivery of the Products in the quantity and quality specified by NIDEC GA in the PO or on the timely and correct delivery of the Services, under penalty of having to reimburse and indemnify NIDEC GA for the losses suffered. In addition, if the Supplier identifies that it cannot meet the agreed deadlines, it must **a)** supply through third parties without charging any extra costs, provided that it has been previously authorized by NIDEC GA, remaining in this case fully responsible for the supply by such third party, or, **b)** communicate to NIDEC GA in advance, so as to enable the parties to establish a plan of action comparable to the needs.

Unless defined in a different written agreement between the Parties, transportations, transfers of the risks, costs, insurances and expenses shall be ruled according to INCOTERMS[®] 2020.

In case the Supplier delivers the Products and/or Services in delay (after the fixed delivery date provided in the Purchase Order), this fact will automatically give NIDEC GA the right to, and save however any further damage claim: a) postpone the payment of the respective invoice issued by the Supplier considering a duration of time equal to the length of delay performed by the Supplier, independently of the maturity date; b) charge the Supplier with a penalty in the amount of 0,5% per day of the value of Products and/or Services to be delivered within the maximum amount of 10%; and c) terminate the agreement when the penalty reaches maximum amount and/or the delay causes slowdown or a shutdown of NIDEC GA manufacturing and/or operation activity. In case the Supplier delivers the Products in advance (before the fixed delivery date provided in the Purchase Order) this fact will not demand NIDEC GA to pay also in advance the respective invoice.

The Supplier warrants that the packaging used to move the Product is adequate for its safety and correct accommodation, allowing the Product to arrive at the destination specified in the Scheduling Agreement or in the Purchase Order under conditions compliant with the specifications of the Product (according to the Article 8 of this Conditions). Otherwise, NIDEC GA reserves the right to reject such Product lot, without any additional costs to NIDEC GA.

7. AMENDMENTS

NIDEC GA may, at any time, amend the specific conditions for the acquisition of Products or Services,

including, but not limited to, technical specifications, deadline, place of delivery, form of transport, among other requirements. In this case, if the Supplier's costs are materially affected as a result of the change intended by NIDEC GA, the Supplier shall communicate this fact within a maximum of 30 (thirty) calendar days from the request for change by NIDEC GA, so that the parties can negotiate the appropriate price adjustments and/or other terms and conditions.

NIDEC GA shall be entitled to cancel any PO in whole or in part by giving notice to the Supplier at any time. In this case NIDEC GA shall be liable to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation shall not include loss of anticipated profits or any consequential loss.

8. SPECIFICATION OF THE PRODUCTS

For the Products produced according to NIDEC GA's technical specification or tailor made for NIDEC GA, the source of the technical specification shall be the drawing documentation, technical conditions, or other form of construction-technological documentation provided to the Supplier by NIDEC GA in a written and/or electronic form. Individual Products are indicated with the respective code of NIDEC GA, which is used in further identifications (such as orders, supplies and the like).

For the Products produced according to national or international technical standards, the sources of the technical specification are the respective technical standards. The Supplier is obliged to strictly follow such standards. These Products are indicated according to the respective technical standard (or to the numbering of NIDEC GA). The identification is used in further identifications (such as orders, supplies and the like).

Ensuring the compliance with the respective technical specification, according to the agreed-upon quality standard, is the exclusive responsibility of the Supplier. All delivered Products must fulfill relevant standards defined by the applicable legislation.

The Supplier is responsible to carry out all examinations and tests of the respective Products according to the specification and is exclusively responsible for the Products being compliant with the respective requirements (standards). The specification comprises also the control and test regulations for the assessment of compliance.

In order to prevent eventual impacts to the Specifications of the Products agreed by the Parties as well as the supply of defective and/or inadequate Products which can generate damages to NIDEC GA's manufacturing processes or in the field, the Supplier obliges itself to require NIDEC GA previous authorization, in due time, on any and all changes in the Products specifications, or in its manufacturing processes, including changes of Supplier's subcontractor. Supplier is not allowed to assign the production or other core business to third parties, unless explicitly authorized by NIDEC GA.

9. INSPECTIONS/TESTS

The payment of the price or the inspection or testing of the Products by NIDEC GA does not represent NIDEC GA's acceptance of the quality of the Products and does not release the Supplier of its obligations. NIDEC GA may inspect the Products or Services and reject, in whole or in part, those that present defects, non-conformity to the specifications or non-reliability. In case the Product is not compliant, NIDEC GA shall be entitled to put the payment on hold, until the Supplier cures its default.

Rejected Products may be returned to Supplier at its expense and without prejudice to NIDEC GA's other rights. NIDEC GA may charge Supplier for all expenses incurred in the inspection and return of the Products.

If the Services provided by the Supplier do not comply with the conditions contained in the respective PO or Scheduling Agreement or if they are found to be insufficient, negligent or defective, in whole or in part, NIDEC GA may require the Supplier to correct or complete the Services, as the case may be, without prejudice to NIDEC GA's right to seek compensation of any eventual damages.

NIDEC GA may, at any time, upon prior scheduling, inspect the Supplier's manufacturing facilities and review and assist Supplier's manufacturing and testing procedures with respect to the Products supplied. NIDEC GA will limit inspection only to areas related to the manufacture of the Products.

10. QUALITY AND WARRANTY

The Supplier is expected to comply with its obligations and deliver to NIDEC GA the correct quantity of Products and/or Services ordered, free from defects that can affect the Product and/or Service use and in compliance with the technical and quality requirements of NIDEC GA. The Supplier represents that it is solely responsible for being compliant under all kinds of obligations provided in these Conditions, mainly related to the good quality, consistency and safety of the Products and/or Services herein contracted.

The Supplier guarantees, for the below defined Term of Warranty, that all Products or Services: **a)** shall be supplied or provided in accordance with applicable specifications, sample, designs, descriptions and standards in force at NIDEC GA's approval and certification, and any change in the Products or Services or in its execution/production process, shall be submitted to NIDEC GA for approval in a timely term prior to the supply and/or delivery; **b)** shall be packaged, identified and labeled in an appropriate manner

and/or in accordance with the instructions provided by NIDEC GA; **c)** are new, subject to marketing, suitable for the purposes for which they are intended, safe and free from defects in raw material, labor and design; **d)** are manufactured and marketed in accordance with all applicable laws and regulations; **e)** shall have their property transferred to NIDEC GA free of charge, free of onus and encumbrances; **f)** do not infringe any trademarks, patents or other intellectual property rights of any third party; **g)** shall comply with NIDEC GA's Restricted Materials List as indicated in the Technical Standard Specification 002420, samples, models, drawings, descriptions and standards; **h)** shall be manufactured, sold and delivered in compliance with all relevant codes, laws and regulations including without limitation the RoHS Directives and REACH Regulation in their legally effective updated versions.

Except in the cases that different periods are agreed in written by the Parties, the warranty period will be the longest of the following deadlines: (i) if the Products are not incorporated into the products manufactured by NIDEC GA, 18 (eighteen) months since the date of the beginning of the use of the Products or the acceptance of the Products or Services, whichever occurs last, or (ii) if the Products are incorporated into the products manufactured by NIDEC GA, 18 (eighteen) months from the date the Products are incorporated into the NIDEC GA's product or the warranty period given by NIDEC GA to its clients in the purchase of the products, whichever occurs last. Supplier can't claim any type of limitation to the warranties established herein in the event of a breach has been or will be previously established, unless otherwise agreed by NIDEC GA in writing.

During the Warranty Period, the Supplier undertakes to repair, rework and rebuild, at its own expense, any Products or Services that are defective, damaged or incorrect, including those in stock or in the field. Any other quality agreements set forth by the parties are in addition to and do not replace or limit the warranties hereunder or any other rights of NIDEC GA, as provided by law or the Conditions. All warranties will remain valid upon inspection, testing, acceptance of the Products or Services and will survive termination of this Agreement. NIDEC GA is entitled to reduce the proportion of supply of products and/or services from the Supplier related to any proven quality issues.

In addition, Supplier warrants that antidumping and countervailing duties do not apply to Products that are sold or exported to NIDEC GA before the publication date of an antidumping or countervailing duty order applicable to the Products and Supplier agrees to reimburse NIDEC GA for all anti-dumping or countervailing duties paid on imports of Products covered by this warranty in those cases.

The receipt of the Product and/or Service and/or following payment of invoices should not be deemed as its acceptance. NIDEC GA reserves the right to check the Products and/or Services compliance, in terms of quality and quantity, both upon delivery of Product and/or Services at NIDEC GA plant and later, during any step of the working cycle, but anyway, not later than what the applicable legislation of the NIDEC GA entity acquiring the Products and/or Services allows, unless sooner than 30 (thirty) days from the date on which the defect has been discovered, which will be the minimum period.

10.1. SPECIFIC PROVISIONS ON PRODUCTS

In case non-compliance of the Product or its production with the specifications of the Product is found in the supplied Product during the warranty period specified herein, the Supplier, save the indemnification of further / additional damages and according to NIDEC GA choice, undertakes:

- a) to substitute, and/or correct, and/or rework, and/or redo exclusively on its account the nonconforming Product (according to the nature and frequency of the non-compliance, also the whole Product lot); and/or
- b) to reimburse the costs of the correction or reworking of the nonconform Product, in rule, but not obligatorily, via debit note in case NIDEC GA should decide to fix it by itself, independently of the Supplier, and/or
- c) to collect the nonconform Product within 7 (seven) calendar days from the written notice issued by NIDEC GA. In this case the Supplier won't be entitled to claim any payment and/or indemnification for the same Product. In case Supplier should not collect the nonconform Product within 7 (seven) days from the written notice, NIDEC GA shall ship the nonconform Product to the Supplier and Supplier shall indemnify and hold harmless to NIDEC GA from any expense resulting from such operation. In case there is a debit / credit account between the Parties, eventual existing credit balance in favor of the Supplier will be used, but not limited to, to compensate and reimburse NIDEC GA's evidenced losses originated by Supplier default. In any of the above listed cases, NIDEC GA will issue a written notice stating the choice made: the Supplier shall be obliged to act in compliance to such choice. Whatever option shall be applied, no additional costs shall be borne by NIDEC GA.

In case it is necessary to trace and/or rework lots of supplied Product at NIDEC GA's site, Supplier will be responsible for the supply of qualified human and Product resources necessary and in due time to perform the work, so as not to impair NIDEC GA's manufacturing standards. Civil and labor liabilities related to above mentioned human resources will be solely borne by the Supplier . Any and all expenses incurred by NIDEC GA due to the work mentioned shall be reimbursed by the Supplier.

10.2. SPECIFIC PROVISIONS ON SERVICES

The Supplier undertakes the obligation to render the Services contracted observing high quality standards demanded by technical specifications applicable to the scope of the Services, as well as to employ duly qualified personnel to carry out the Services. In case the Services are rendered without taking into consideration the quality standards demanded by NIDEC GA, Supplier shall make the Services over again without charging any additional costs whatsoever from NIDEC GA.

The Supplier has the overall and exclusive technical responsibility for the Services contracted, being liable for their quality, reliability, accuracy and safety standards, according to the provisions of the prevailing legislation.

Unless otherwise expressly agreed in a contract or in other binding document, in case the Supplier fails to be compliant with any of the obligations related to the rendering of the Services, NIDEC GA will be entitled to charge the Supplier with a fine in an amount corresponding to 10% (ten per cent) of the total value of the 3 (three) latest invoices or of highest monthly turnover in the latest 12 twelve months, whichever is higher. This penalty will not affect NIDEC GA's right to claim for damages (manufacture stoppage, lost profit, etc.) and/or further responsibilities.

11. INSURANCE

Unless otherwise negotiated by the Parties expressly in the Purchasing Documents, the Supplier shall, at its own expense, provide the following insurances, with sufficient coverage and compatible with the Supply made, informing the respective certificates of insurance issued by the relevant insurance company upon request to NIDEC GA:

- a) All risks;
- b) General Civil liability (motor-vehicles included if relevant for the execution of the supply); ;
- c) Other insurance that is necessary due to the nature and degree of risk of the supply.

12. LIABILITY AND INDEMNIFICATION

The Supplier shall protect, defend (upon request in this case) and indemnify NIDEC GA, its parent companies, affiliates and subsidiaries, as well as their successors, assignees, agents, representatives, employees and consumers, with respect to any and all judicial or extrajudicial claims (including attorney's fees and amounts paid in agreements) arising from **a)** actual or alleged infringement of trademarks, patents or other intellectual property rights or competition rules, incurred in the manufacture and/or commercialization of the Products or Services; **b)** material and/or personal losses or damages caused to NIDEC GA or third parties, including rework or recall costs, arising from: (i) defects, non-compliance with specifications, failures and/or non-liability of the Products or Services; (ii) breach of warranty or any other duty arising from this Agreement by the Supplier; (iii) delayed delivery of Products or (iv) violation of rules, laws or regulations by the Supplier.

13. LIMITATIONS OF DAMAGES

NIDEC GA will not be liable to Supplier for indirect, special, consequential, incidental, punitive or exemplary damages (including lost profit), even arising out of supply's termination and/or PO cancellation. NIDEC GA will not agree on limitations of Supplier's liabilities, unless expressly agreed between the parties in written.

14. CONSUMER PRODUCTS SAFETY

The Supplier shall immediately notify NIDEC GA in writing if it identifies any Products or Services: (a) not complying with or failing to comply with any applicable environmental or product safety standards; (b) have any defect that could create a risk of injury or injury to users and/or oblige NIDEC GA to advise them of the existence of such defect; or (c) contain or have been produced or supplied with the use of any substance (i) that is or will be specified in law or regulation, national or international, as hazardous to health or the environment, or (ii) creates to any of the Parties, by law or regulation, national or international, the obligation to warn users about the use of such substance. In particular, all Products and/or Services must be compliant with all relevant applicable legislation regarding Hazardous Substances ("HS"), including but not limited to the RoHS Directives, REACH Regulation and CLP Regulation, in their legally effective updated versions.

Without any prejudice to the foregoing, the Supplier shall submit to NIDEC GA, at any time, any clarifications and technical information that may be requested by NIDEC GA concerning the Products or Services provided.

15. ENVIRONMENTAL, HEALTH AND WORK PROTECTION

The Supplier acknowledges that NIDEC GA follows Environmental Managements Systems according to the following International standard rules: UNI EN ISO 9001, UNI EN ISO 14001, IECQ HSPM QC080000, ISO 45001 whereupon the Supplier undertakes to follow all requirements provided by the laws and by NIDEC GA rules, when applicable, related to prevention and protection of environment, health and safety, as but not limited to: (i) prevent contamination of water/atmosphere/other element of environment; (ii) grant

reliable waste management; (iii) notice NIDEC GA about any emergency and/or hazardous situation affecting Environment and / or human health connected or somehow linked to NIDEC GA activities; (iv) eliminate environment contamination in NIDEC GA's area originated by the fault and/or negligence of the Supplier on his own costs; (v) involve in the Services supply qualified and trained persons in accordance to actual laws; (vi) always avoid and/or prevent any damages to the safety of employees and other third parties involved and to NIDEC GA's property; (vii) provide to Supplier's employees adequate trainings about NIDEC GA's health and safety requirements and/or rules before starting to provide Services. (viii) comply with all agreed safety rules and procedures set forth in the Internal Health and Safety Training; (ix) assumes full responsibility for compliance with the conditions of occupational safety and health protection in the assigned workplace a) if he works on it himself without interaction with NIDEC GA employees; b) in the case of work at a joint workplace of several suppliers or in cooperation with NIDEC GA's employees, unless agreed otherwise in specific written agreement on working conditions with regard to health and safety at the joint workplace with NIDEC GA.

In case of any breach or non-compliance of the Supplier with any obligation or responsibility set up in this Article, the Supplier will be subject to the payment of a contractual penalty in the amount equivalent to US\$ 5.000,00 (five thousand US dollars) for each breach. This penalty will not affect NIDEC GA's right to claim for damages and/or further responsibilities.

16. TOOLING

If in the scope of the relationship between NIDEC GA and the Supplier is included the development, adaptation, manufacture, installation or provision of molds, tools or other machines and equipment ("Tooling"), the Supplier shall, upon NIDEC GA's request and after completion of development, submit the drawings and specifications of the Tooling for prior review and approval by NIDEC GA. The Supplier shall not begin to manufacture the Tooling until it receives written authorization from NIDEC GA in this regard. The payment for the Tooling, when under NIDEC GA's responsibility, will be made only after the Supplier installs tests and demonstrates that the Tooling meets the applicable specifications (start-up).

The Tooling itself, the Drawings of the Tooling developed for NIDEC GA, its spare parts and other materials necessary for its use ("Tooling and Accessories") supplied to NIDEC GA and paid by NIDEC GA (including Tools paid through amortization in Products or Services), even if assigned to the Supplier on a lending basis, are the exclusive property of NIDEC GA, and the Supplier must comply with all legal requirements and NIDEC GA's specifications regarding its use, maintenance, storage and transportation. All Tooling and Accessories shall be identified as NIDEC GA's property and shall be used only for the manufacture of Products or employment in services intended for NIDEC GA.

It is already agreed that the Tooling must be used by the Supplier solely and exclusively for the service of NIDEC GA. In case of termination of the Contract for any of the reasons listed in these Conditions or by means of NIDEC GA's filing herein, the Supplier shall, at its exclusive expense, immediately return the Tooling to NIDEC GA.

NIDEC GA may also inspect and inventory such Tooling or other property at any time; moreover, upon NIDEC GA's request, the Supplier shall place a label indicating NIDEC GA property and/or asset number on the tool. Supplier agrees not to sell or otherwise dispose of parts, Products, or Tooling without NIDEC GA's written consent and without first removing NIDEC GA's identification or trademarks.

Upon NIDEC GA's request, supplier shall properly prepare Tooling and other property for shipment and delivery directly to NIDEC GA or other location specified by NIDEC GA, or at NIDEC GA's option, allows NIDEC GA to access to the Supplier's premises for the purposes of removing the Tooling and other property. The Tooling and other property shall be returned in the same condition as originally received by Supplier. Supplier agrees to execute NIDEC GA's standard tooling agreement upon NIDEC GA's request and further agrees that NIDEC GA may file any financing statement or other documents to protect NIDEC GA's interest in the Tooling and other property. Supplier shall not include NIDEC GA's Tooling or other property as any collateral, loan or pledge and waives all statutory and other liens.

The Supplier should carry out the maintenance necessary for the operations of the equipment under free loan. The Supplier is obliged to notify NIDEC GA without delay about each and any need of intervention on the Tooling which may affect quality of Product. The Supplier is obliged to notify NIDEC GA on a regular basis about life expectancy of the tooling. This provision applies unless there is a specific Tooling Agreement in place between NIDEC GA and the Supplier.

17. LACK OF BONDING

This Agreement does not constitute either Party as a representative, agent, employee or attorney of the other Party. Any and all charges of a fiscal, social, labor or social security nature that are due directly or indirectly from the supply of the Products or Services shall be the sole responsibility of the Supplier, without any solidarity or duty of reimbursement from NIDEC GA.

The Supplier shall provide to NIDEC GA, if and when requested by it, a certified copy of the documents proving its fiscal, labor, social security, and other regularity, within the period stipulated by NIDEC GA for delivery.

18. PROVISION OF SERVICES IN NIDEC GA'S INSTALLATIONS

When applicable, the Supplier shall submit to NIDEC GA a list of its employees who will have access to NIDEC GA's facilities for the provision of the Services, as well as to ensure that these employees follow the standards and conduct procedures adopted by NIDEC GA, including internal policies and Code of Conduct, under penalty of being liable for the payment to NIDEC GA of any losses arising from damages its employees may cause, voluntarily or involuntarily, to NIDEC GA's facilities and employees or third parties, to the limit of its involvement. The Supplier shall deliver and be responsible for the use by its employees of the Personal Protection Equipment ("PPE") and Collective Protection Equipment ("CPE"), as well as annually deliver to NIDEC GA all the documentation related to the health and safety of its employees as well as mandatory trainings established in the applicable legislation.

The Supplier shall notify NIDEC GA of any work-related accidents within a maximum period of 24 (twenty-four) hours, as well as the competent authorities, when applicable. The Supplier shall request that the competent authority investigates all the occurrences of serious and fatal accidents with legal repercussions.

In cases where the Supplier employs foreign labor to carry out any service contracted by NIDEC GA, for execution in its premises or not, the Supplier shall undertake to submit to NIDEC GA, prior to the beginning of the services, due visas or work permits for foreigners, necessary for the regular execution of the services in the country, according to the legislation in force.

19. LABOR OBLIGATIONS

The Supplier assumes, for all legal purposes, that it is the sole employer of the employees it employs, being responsible for all labor, civil, tax and social security charges, in relation to his employees, contractors, agents or designated partners for the supply of the Products or execution of the contracted services, including: salaries, indemnities, prior notice, holidays, labor accidents, insurance and others, as well as for the payment of all federal, state, municipal and existing or that may be created during the term of the relationship between the Supplier and NIDEC GA.

The Supplier shall, in and out of court, exempt and indemnify NIDEC GA to the fullest extent permitted by law, directly or on the way of return, as the case may be, bearing all costs, expenses, legal fees (contractual and loss), damages, damaging effects, among others that may arise from the claim or demand, whether labor related or not, by their employees, contractors, agents or partners, within 10 (ten) days counted from the receipt of notification to that effect. Such obligation shall subsist, even if by judicial decision, NIDEC GA shall be declared jointly or subsidiarily liable for the payment of such charges.

20. INSPECTION

NIDEC GA has the right to conduct a periodic inspection to verify the compliance with its obligations, including related to labor, occupational health and safety, CTPAT among others. If during the inspection NIDEC GA detects situations that are not in conformity with the obligations assumed by the supplier and/or with the applicable laws, NIDEC GA may determine the immediate stoppage of the supply or service for the period necessary, as well as the fulfillment of NIDEC GA's requirements within 24 (twenty-four) hours for correcting irregularities.

If the supplier does not regularize the non conformity situation within the time limit set forth above, NIDEC GA reserves the right to terminate the supply or the services regulated by these General Conditions of Supply and any other contracts in force between NIDEC GA and the supplier, in the sole discretion of NIDEC GA, in addition to losses and damages.

The right of inspection exercised by NIDEC GA does not exempt or diminish the liability of the Supplier for any damages caused to third parties and/or NIDEC GA itself, due to defects and/or the inefficiency of the supply or services.

21. INTELLECTUAL PROPERTY

The supplier declares and guarantees that the intellectual property employed in any of its activities, as well as in the services and/or products covered in this General Purchase Conditions, (i) is its sole property; (ii) is licensed to the supplier; or (iii) is legally in the public domain. The supplier declares and agrees that any and all intellectual property resulting from research and/or development activities related to the execution of the supply or services by the supplier with or without NIDEC GA's contribution shall belong exclusively to NIDEC GA. The supplier undertakes to obtain all licenses and authorizations, as well as to ensure that his personnel allocated in the execution of the supply or services sign any and all documents necessary to ensure the intellectual property of NIDEC GA.

The acceptance of this General Purchase Conditions does not guarantee to the supplier any authorization to mention, disclose or otherwise use the business name (or any part thereof), products, corporate information or trademarks of NIDEC GA, without the prior and express authorization thereof, duly formalized in writing.

22. CONFIDENTIALITY

NIDEC GA and the Supplier acknowledge and agree that any and all information exchanged between them, by any means, throughout the term of their relationship constitutes the confidential information ("Confidential Information"). Such information, disclosed by any means, and regardless of whether or not it is marked as confidential, private, or restricted, shall be held as confidential by the other party. NIDEC GA and the Supplier agree to disclose the Confidential Information only to those employees who need to be aware of their activities, to use the same level of care that they use with their own confidential information at all times, using, in any way, the all of the reasonable care possible to maintain confidentiality of Confidential Information. It will not be considered as confidential information that **a)** the receiving party can prove, at the time of receipt, that it was already of his/her knowledge before receiving it from the other party; **b)** is or becomes public by act that does not fall under the intent or guilt of the party receiving the information; **c)** has been disclosed by express written permission of the holder of the information; or **d)** has been disclosed pursuant to the requirement or request of a governmental agency, a court or administrative subpoena or an order or other legal process or requirement of law so long as it shall: (i) the disclosing party first notifies the other of such request or requirement; (ii) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (iii) cooperate with the non disclosing party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

Within 15 (fifteen) days after the termination or expiration of the relationship between the Parties or after written request of NIDEC GA, the Supplier shall promptly: (i) return all Confidential Information of NIDEC GA and all copies thereof or (ii) destroy all of its files, and memoranda prepared based on NIDEC GA's Confidential Information; and (iii) provide to NIDEC GA a written certification that all such information and materials have been returned or destroyed. Notwithstanding the foregoing, Supplier may retain archival copies of the NIDEC GA's Confidential Information in accordance with policies and procedures designed to comply with legal, regulatory and professional requirements, and solely to demonstrate compliance therewith.

23. PERSONAL DATA PROTECTION AND TREATMENT

NIDEC GA informs Supplier that all personal data that NIDEC GA knows or of which NIDEC GA will be aware for any reasons related to these Conditions or any other relationship with the Supplier, will be treated exclusively - even when transmitted to third parties - for accounting and administrative purposes connected with PO, supply agreement or different contractual obligations. The data will be included in paper and electronic files and processed by electronic means (i.e. PCs) and only professionals, in charge of processing or however under an obligation of confidentiality may access them. Organizational safety measures have been adopted in order to prevent unauthorized access or unintentional loss and/or destruction of data, including the creation of back-ups.

If the scope of the relationship between NIDEC GA and the Supplier involves, in any way, even if accessory, the processing of personal data (here understood as any information related to the natural person identified or identifiable) the Parties shall perform said treatment based on the principles contained in the applicable legislation, when applicable, such as, but not limited to, the General Data Protection Act (Law 13709/2018); General Regulation on Data Protection of the European Union (EU Regulation 2016/679); among others, as well as the following premises.

Each Party is a separate controller in respect of the personal data they process and shall independently determine the purposes and means of such processing.

NIDEC GA and Supplier acknowledge and confirm that they will observe all applicable requirements of data protection Laws and will, on request, provide the other at its own expense with reasonable assistance, information and cooperation to ensure compliance with the respective obligations under data protection Laws.

In regard with the personal data treatment, each Party acknowledges, confirms and represents for its own part that, as a controller of personal data: a) all personal data collected or sourced by it or on its behalf for processing in connection with the supply of the Products or performance of the Services shall comply with and have been collected or otherwise obtained in compliance with applicable data protection Laws; b) all instructions given in respect with personal data treatment shall be in accordance with applicable data Laws.

If the Supplier becomes aware of a personal data breach related to the supply of the Products or the providing of the services, it shall notify NIDEC GA without undue delay, and shall also co-operate with NIDEC GA, to the extent reasonably requested, with actions to mitigate the damage caused by the breach as well as sending any notifications to authorities and government bodies responsible by data protection.

In the event of such a breach, Supplier shall fully and immediately comply with applicable laws, and shall

take the appropriate steps to remedy such Breach, as well as to defend, indemnify and hold NIDEC GA, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach by Supplier of its obligations regarding a Breach of Personal Data, except to the extent resulting from the acts or omissions of NIDEC GA.

24. VALIDITY AND TERMINATION

Unless a time limit is stipulated in the PO or in a Scheduling Agreement, these General Conditions shall be valid by an indeterminate period of time, counted from the date of commencement of the relationship between the parties.

NIDEC GA may immediately terminate without notice and automatically any PO or release for cause in the event of any default by supplier. Defaults include, but are not limited to: (i) late delivery; (ii) delivery of Products and/or Services that are defective or that do not conform to these Conditions and other contractual documents to whom these Conditions are directly or indirectly referred to; (iii) failure upon request to provide NIDEC GA with reasonable assurances of future performance; (iv) Products and/or Services become subject to antidumping or countervailing duty order; or (v) failure to comply with NIDEC GA's Supplier Code of Conduct (vi) substantial breach of these Conditions or the contract with NIDEC GA. Additionally, NIDEC GA may cancel any PO in the event of Supplier's insolvency, filing of bankruptcy, assignment for creditors, appointment of a receiver, or inability of supplier to pay debts as they mature or become due. If there is a termination for cause, NIDEC GA shall not be liable to Supplier for any amount, and Supplier shall be liable to NIDEC GA for all damages sustained because of Supplier's breach or default.

IN such a case however the Supplier shall be subject to a non-compensatory fine in an amount corresponding to 10% (ten per cent) of the total value of the 3 (three) latest invoices or of highest monthly turnover in the latest 12 (twelve) months, whichever is higher in cases of:

- a) Total or partial shutdown of the development and/or supply or rendering of services, of the Supplier's responsibility;
- b) Violation of NIDEC GA's procedures and safety, hygiene and environmental standards and/or any other internal standard and/or specific legislation;
- c) Breach of an obligation exclusively by the Supplier, not regularized by the Supplier within ten (10) days from the filing by NIDEC GA or within a period agreed upon by the Parties.

NIDEC GA may as well terminate its relationship with Supplier, at any time and without cause, by given a written notification with the minimum advance provided for in the PO or, if there is no express forecast, with a minimum advance of 30 (thirty) calendar days (this period hereinafter referred to as "Phase-out"). In case the Supplier informs the partial or total discontinuance of the supply or services in relation to NIDEC GA the minimum notice period must be of 90 (ninety) calendar days. During the Phase-out period, the Supplier agrees that it will cooperate and make every effort to minimize the adverse effects of termination to NIDEC GA.

25. ASSIGNMENT

The Supplier may not assign any of its rights or obligations arising from its relationship with NIDEC GA, except by written approval of NIDEC GA accordingly.

26. SPARE PARTS

If the supplier's obligations will include the supply of parts or other components for line and spare supply (items contained in the finished products of the NIDEC GA portfolio), the supplier guarantees to remain able to provide to NIDEC GA Spare parts for the period of 10 (ten) years from the last purchase made for the assembly line. The price of spare parts should follow the last purchase price of the material for the assembly line, with readjustments subsequently negotiated based on inflation indicators. In the case of supply of parts for the exclusive use of NIDEC GA, as per negotiated between the parties or when the goods are developed using the technical specifications, drawings, know how, etc of NIDEC GA, the Supplier hereby guarantees that the supply of such parts will be made exclusively to NIDEC GA, and the Supplier hereby undertakes not to sell, directly or indirectly, the parts with its mark in the market of spare parts. In the case of an NIDEC GA's exclusive consumption item the Supplier is also obliged not to print its mark on the supplied parts. If requested by NIDEC GA, the supplier shall print the NIDEC GA Supplier registration code on the parts.

27. INVESTMENTS

The Supplier declares that it has the necessary means to supply the Products or Services and also acknowledges that any investment that it may make, any cost or expense incurred by him in acquiring real estate, vehicles, machinery or equipment, and any improvements thereto or any other asset, has

been and will be at his sole expense and is part of the risk of Supplier's business activity. The parties hereby agree that the Supplier shall not be entitled to submit any claim against NIDEC GA for the reimbursement of such investments, costs, expenses or improvements, unless previously and expressly agreed in writing by NIDEC GA based on an investment plan approved by both parties.

28. FORCE MAJEURE

Delay or failure to fulfill the obligations of a party shall not constitute default if it arises from an act of God or force majeure, which shall be notified no later than 48 (forty eight) hours from the event in order to be classified as such. For the purposes of these general conditions, lack of raw material or strike of Supplier's employees will not be considered events of fortuitous case or force majeure. If the event of an Act of God or force majeure lasts for more than thirty (30) days, the injured party may terminate the relationship without incurring any penalties.

29. WAIVER

The tolerance of either party in relation to any breach of these General Conditions by the other party shall not constitute any modification, novation or waiver of any right or privilege. Any changes to these General conditions, PO or Scheduling Agreements will only be valid if formalized in writing between the parties. In the event of a conflict between the General conditions, a specific PO or a Scheduling Agreement, the following documents shall prevail: 1) General Conditions; 2) PO; 3) Scheduling Agreement.

30. APPLICABLE LAW AND DISPUTE SETTLEMENT

In the event a dispute between NIDEC GA and the Supplier arises out of or in connection with the present Conditions and/or with the contractual relationship herein referred, the matter shall be resolved by friendly negotiation between the Parties.

If the dispute is not resolved by friendly negotiations within 60 (sixty) calendar days after the commencement of such negotiations, then any dispute arising out of or in connection with the present Conditions and/or with the contractual relationship herein referred, shall be finally settled by following the below rules, depending on the location of the NIDEC GA entity that is involved in the dispute:

- a) For the entities located in the Asia Region: Arbitration Tribunal, following the rules of the China International Economic and Trade Arbitration Commission ("CIETAC") taking place in Beijing;
- b) For the entities located in Mexico: The courts of Monterrey according to Mexican laws;
- c) For the entities located in the USA: Arbitration Tribunal, following the rules of Arbitration of the International Chamber of Commerce (ICC), taking place in Atlanta;
- d) For the entities located in the South America Region: Arbitration Tribunal, following the rules of Arbitration of the International Chamber of Commerce (ICC), taking place in Sao Paulo;
- e) For the entities located in the EMEA region (such as Italy, Slovakia, Austria, Russia and Romania): Arbitration Tribunal, following the rules of Arbitration of the International Chamber of Commerce (ICC) and taking place in Milan.

30.1. SPECIFIC RULES APPLIED TO THE CASES OF ARBITRATION HELD UNDER THE ICC

The decision will be made by 3 (three) arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply.

The award will be rendered according to the United Nations Convention on Contracts for the International Sales of Goods ("CISG"), whenever applicable, and if not, according to the laws of the country where the NIDEC GA entity involved in the dispute is located.

No matter the seat, the language shall be English and the award rendered by arbitrators shall be final and binding upon both parties hereto. The award will be made and will be payable in US dollars, unless different currency is agreed between the Parties.

31. SOCIAL RESPONSIBILITY/COMPLIANCE

The parties acknowledge the importance of developing social responsibility practices. In this sense, during the execution of the supply or services, the Supplier undertakes to comply with Nidec GA Supplier Code of Conducts (available on company's website) and to acknowledge and support the principles and practices there recalled. .

32. ANTI-CORRUPTION LEGISLATION

The supplier expressly declares and ensures to NIDEC GA that, currently and, as of this date, in the preceding five years:

- a) It has not infringed or it is not infringing any anti- corruption legislation or related legislation applicable to itself in the countries where it operates;
- b) It is aware that has never acted and will not act in disagreement with the provisions of any similar foreign law (such as, but not limited to: the Brazilian Clean Company Act - Law No. 12.846/13, the

Foreign Corrupt Practices Act – FCPA - the United States of America; the UK Bribery Act - UKBA - of the United Kingdom) in any aspect;

c) It was not convicted nor suffered any penalty or fine application due to bribery or any other activity related to corruption ; and

d) That was not and is not under investigation by any governmental authority on the possible violation of anti-corruption laws or related legislation.

If there is any exception to the fulfillment of the items above, the supplier shall immediately inform NIDEC GA.

The Supplier further declares and ensures that it accepts and undertakes to comply, in an unrestricted manner, with the provisions of the NIDEC GA Supplier Code of Conduct, as well as:

a) Presents itself and will remain for the entire duration of its relationship with NIDEC GA in accordance with all applicable laws, regulations and administrative regulations applicable to its business;

b) None of its members, associates, directors or employees are a Governmental Authority or has a direct relation of family with Governmental Authority (any collaborator member of: federal, national, supranational, state, municipal or other similar government; or any other body exercising any statutory, administrative, executive, judicial or other authority or power of attorney, or any other body having statutory, administrative, judicial or administrative authority, including its divisions, agencies, departments, legislative, police, regulatory or fiscal; candidates for public roles or politicians' peers; any person acting on behalf of any such institution);

The supplier shall inform NIDEC GA in writing and at least 10 (ten) days in advance if he or any of his members intend to become a governmental authority, and in this case NIDEC GA may terminate, in full, the relationship with the Supplier. As from the date (and including this date) in which NIDEC GA exercises its right of withdrawal pursuant to this paragraph, Supplier shall not be entitled to any additional fee or other payment, since such termination shall not affect the right of the Supplier to receive the amounts related to services already provided before the date of termination or to the extent provided by applicable law.

Without prejudice to the other provisions set forth in these General Conditions, in the event of breach by the Supplier of any provision regarding clauses dealing with anti-corruption laws and regulations, including but not limited to the provisions of these General Conditions, the Supplier undertakes to indemnify, without limitation, NIDEC GA and its respective officers, directors, employees, agents and clients, of fees and legal costs (including research expenses) that may be incurred by them as a result of any breach, irrespective of prior administrative, arbitral, and arbitration award, and any damages, losses, penalties, loss of profits, costs and expenses or judicial decision.

33. INSTALLATION CHANGE

Changes in the manufacturing plant and/or place of manufacture of the Products and alteration of its Taxpayer ID that may be promoted by the Supplier shall be communicated in writing to NIDEC GA at least three (03) months in advance. The supplier must ensure supplies throughout the period of change and certification of items.

34. SUPPLY CHAIN SECURITY (CTPAT).

Supplier acknowledges and accepts that NIDEC GA participates in the Customs Trade Partnership Against Terrorism ("CTPAT") program of the US Bureau of Customs and Border Protection, with the purpose of strengthening security in the supply chain. Likewise, Supplier warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by CTPAT. Specifically, but not limited to, Supplier warrants that it is applying CTPAT required inspection methods prior to loading of the transport conveyances; its maintenance of secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and, is ensuring that its business partners are compliant with the criteria set forth by CTPAT.

Supplier further warrants and represents that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and, if necessary improving its supply chain security procedures. Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure the continued compliance of NIDEC GA in the CTPAT program. Supplier will take all necessary corrective actions to ensure the continued compliance of NIDEC GA in the CTPAT program. Supplier agrees to share with NIDEC GA the results of such annual audits and agrees to prepare and submit to NIDEC GA a report on the corrective actions taken in response thereto. In the event the Supplier fails to take an appropriate corrective action, NIDEC GA may, but it's not required to, terminate any contractual relationship existing between the parties.

In addition to what is established in the previous paragraph, the Supplier may, from time to time, be subject to the audits and inspections that NIDEC GA may execute to confirm the compliance of Supplier with the CTPAT program in accordance with the provisions set of in clause 20 "Inspection" of this document; for this, NIDEC GA's auditors will be provided access to Supplier's records and facilities for the

purpose of verifying that Supplier's procedures are in accordance with the criteria set forth by C-TPAT. Supplier shall provide NIDEC GA with documentary evidence of its enrollment in any supply chain security accredited programs such as CTPAT or other similar program that may exist in the country/state where NIDEC GA is located.

35. SPECIFIC REQUIREMENTS BY REGION

35.1. BRAZIL

SUPPLIER REGULARITY CERTIFICATE

When applicable, for NIDEC GA entities that require it, the supplier is obliged to obtain, on a monthly basis, the Supplier Regularity Certificate (SRC), issued, solely and exclusively, through an online platform provided by a certified third party consultant indicated by NIDEC GA.

The referred SRC will validate the fulfillment of the obligations imposed by current legislation to the Supplier, covering the following:

- a) Labor legislation;
- b) Social security legislation;
- c) Safety and occupational health;
- d) Personal Data Protection Laws;
- e) Legal Qualifications for the exercise of the activity;
- f) Other foreseen laws related to the contracted activity.

New laws or regulations, which may be created and/or altered, as well as certifications or obligations imposed to NIDEC GA to comply with internal audits, may be added to the above list.

Failure to deliver, irregularity or non-payment of obligations, will be subject to penalties, which may be blocking partial or total access to the NIDEC GA premises, or payment withholding, until the irregularities pointed out are duly adjusted and / or settled.

The Supplier agrees that it shall be fully responsible for bearing the costs of use of the SRC online platform, paying directly to the third party consultant without NIDEC GA's intervention. The non-payment of the costs will equally cause the blocking of access to the NIDEC GA's premises, as well as the suspension of any ongoing agreements, until effective proof of payment is presented to NIDEC GA.

Appendix I – List of NIDEC GA Entities

- a)** Nidec Global Appliance Europe S.r.l.;
Via Consorziale 13, Località Comina, 33170 Pordenone, Italy
- b)** Embraco Indústria de Compressores e Soluções em Refrigeração Ltda;
Rua Rui Barbosa, nº 1020, bairro Distrito Industrial, Joinville, Santa Catarina
- c)** Embraco NA Manufacturing LLC;
251 Little Falls Drive, Wilmington, DE 19808, USA
- d)** Embraco North America INC;
1610 Satellite Blvd., Suite B - Duluth, Georgia 30097, USA
- e)** Embraco Slovakia s.r.o;
Odorínska Cesta n. 2, Spišská Nová Ves 05201, Slovakia
- f)** Embraco RUS Limited Liability Company;
Odesskaya st. 2, Business Center Lotos, Office 6, Moscow 117638, - Russia
- g)** Nidec Appliance Controls (QINGDAO) Co., Ltd;
No.418, Qianwangang Road, Qingdao Economic and Technology Development Zone, Qingdao, Shandong Province, P.R, China, ZIP CODE: 266510
- h)** Nidec Compressor (BEIJING) Co., Ltd;
No. 29, Yuhua Road, Area B, Beijing Tianzhu Airport Industrial Zone, Beijing, 101312 P.R. China
- i)** Nidec Global Appliance Mexico S de R.L de C.V;
Avenida de las Industrias 501, Fraccionamiento Industrial PIMSA (Oriente), Apodaca, Nuevo Leon, Zipcode: 66624, México.
- j)** Nidec Global Appliance Mexico Services S de R.L de C.V;
Avenida de las Industrias 501, Fraccionamiento Industrial PIMSA (Oriente), Apodaca, Nuevo Leon, Zipcode: 66624, México.
- k)** Nidec Motor (Qingdao) Corporation;
688 Lanzhou Road East, Jiaozhou, Qingdao, 266300, P.R.China
- l)** Nidec Motor Corporation Romania S.A.;;
5, Calea Bucuresti Str., 117721, Valuea Mare Podgoria, Stefanesti, Romania
- m)** Nidec Service & Components Romania;
5, Calea Bucuresti Str., 117721, Podgoria, Romania
- n)** Nidec Global Appliance Austria GmbH.
Jahnstrasse 30, 8280 Fuerstenfeld, Austria