

General Purchase Terms and Conditions

These General Purchase Terms and Conditions ("GPTC") regulate the supply of Goods and/or Services between Mercedes-Benz do Brasil Ltda. ("MBBras") and the Supplier to whom the contract is addressed, being applicable to all supplies and establishments of MBBras, by means of a Contract signed between the Parties, including their respective annexes and/or amendments.

1. DEFINITIONS AND INTERPRETATION

1.1. In these General Purchase Terms and Conditions, terms defined with initial capital letters shall have the meanings defined below or throughout this instrument.

- (i) Breakdown: detailing of information regarding the cost and price of Goods and/or Services via suitable documentation, whether in physical or electronic form.
- (ii) Contract(s): means, but is not limited to, any Letter of Intent, Development Contract, Supply Contract or Purchase Order for Goods and/or Services, Scope of Service, characterizing and formalizing commercial transactions between MBBras and a Supplier, including in electronic format and generated by MBBras platforms.
- (iii) DCM: Material Call Document by means of which MBBras formalizes the deadlines and quantities to be delivered by the Supplier, according to MBBras' requirement.
- (iv) Daimler Truck AG: majority shareholder of MBBras.
- (v) Supplier: legal entity to which this instrument is addressed and authorized to provide Goods and/or Services to MBBras in accordance with the obligations assumed.
- (vi) Supply(s): includes both the supply of Goods and the provision of Services contracted by MBBras or Daimler Group Companies.
- (vii) Anti-Corruption Act: means any anti-bribery, anti-corruption or anti-money laundering laws, rules and regulations applicable in Brazil, including but not limited to Decree-Law No. 2,848/1940, Law No. 8,429/1992, Law No. 8,666/1993, Law No. 9,613/1998, Law No. 12,846/2013, Law No. 12,850/2013, as amended, as well as the "U.S. Foreign Corrupt Practices Act 1977", as amended, and the "OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997" and any other anti-corruption law or regulation or any other applicable law with similar purpose and scope that inhibits or prohibits the corruption or practice of any offer, payment, promise of payment or authorization to pay any value or any other form of property, gift, promise of offer or authorization to donate anything of value to any government official or any political party or political party affiliate or candidate for public office.
- (viii) MBBras: Mercedes-Benz do Brasil Ltda.
- (ix) Commodities: parts, accessories, components, assemblies, subassemblies, raw materials, inputs, machinery, equipment, systems, as described in the Contract(s) signed between MBBras and the Supplier, which may include direct and indirect materials.
- (x) Direct Materials: inputs and raw materials used to produce the final product and other items required for its disposal.
- (xi) Indirect Materials: provision of services, including software development/licensing, and purchase and sale of goods/products other than production materials and vehicle parts.
- (xii) Party: MBBras or the Supplier, separately and indistinctly.
- (xiii) Parties: collectively MBBras and the Supplier.
- (xiv) Purchase Order: document that informs the conditions of the supply of Goods and/or Services by the Supplier to MBBras, generated by the electronic platform of MBBras.
- (xv) Mercedes-Benz Special Terms ("MBST"): set of standards and regulations governing the flow of information and standardization of processes between MBBras and its Suppliers of direct materials and services that relate exclusively to the supply of direct materials (e.g. services related to development). The MBST is a complement to the GPTC and

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other MBBras documents that expressly refer to its application and is not applicable to the provision of services not related to the supply of direct materials.

- (xvi) Services: engineering, development, cleaning, transportation, logistics, technology and other services not specified herein, subject to Contract(s) between MBBras and Supplier.
- (xvii) Total Value of the Contract: is the sum of all amounts invoiced by the Supplier and effectively paid by MBBras, within the scope of the contract, up to the time it will be necessary to make its calculation, such as for application of penalty and/or verification of liability limitation.

2. OBJECT

- 2.1. Supply of Goods and/or Services. These GPTC are intended to define the terms and conditions applicable to the Supply of Goods and/or Services signed between the Supplier and MBBras.
- 2.2. Binding Terms of Supply. If the Parties agree on binding quantities to be supplied by the Supplier, such quantities and delivery dates shall be specified in the DCMs and Purchase Order.
- 2.3. Supporting Documents. The documents described below are an integral part of this instrument ("Supporting Documents"):

Document I	Mercedes-Benz Special Terms ("MBST"): https://www.mercedes-benz-trucks.com.br/institutional/suppliers
Document II	Daimler Truck Code of Conduct and Business Partner Standards: https://www.mercedes-benz-trucks.com.br/institutional/compliance-e-governanca/code-of-conduct

* Applicable for direct materials and services that relate exclusively to the supply of direct materials.

- 2.4. Joint Interpretation. These Purchasing Conditions and the Supporting Documents are supplementary documents and shall be interpreted jointly.
- 2.4.1. Order of prevalence. If there is a conflict between the provisions of these GPTC and those of the Contract(s), the provisions of the Contract(s) shall prevail.
- 2.5. Supplier Awareness. The Supplier declares that it has had access to the Supporting Documents on electronic media, that it is aware of their content and that it agrees to the terms contained therein and undertakes to comply with them in their entirety.
- 2.6. Amendment of the GPTC and MBST. MBBras may, at any time and at its sole discretion, amend the GPTC and MBST, valid as from the date of publication of the updated GPTC and/or MBST on the respective MBBras website. Such changes shall be communicated in advance to the suppliers, who are responsible for keeping the registration data up to date.

3. DURATION

- 3.1. These General Purchase Terms and Conditions are valid from the issuance of the Contract(s) and shall remain in force until the actual fulfillment of all obligations hereunder.

4. PRICE

- 4.1. Fixed price. The Price fixed in the Contract(s) is firm and irrevocable and may only be changed with the prior written agreement of the Parties.
- 4.1.1. Breakdown. The application of any readjustment is conditional on compliance with the conditions provided for in the Contract(s) and shall be the subject of free negotiation and good faith between the Parties, considering any variations in the costs of the Supply, conditional on the presentation by the Supplier of a Cost Breakdown, including all the information pertinent to the demonstration of the claim submitted.
- 4.2. Cost-reduction. If the Parties develop potential for cost reduction, they undertake to negotiate in good faith the appropriate adjustment to the Price and, if applicable, such reduction of the Price will be achieved by applying efficiency criteria that are agreed between the Parties in the other documents.

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4.3. Change of delivery location. The Prices shall not be modified as a result of a change by MBBras in the place of delivery of the Goods and/or Services during the period established between the Parties in the Contract(s).

4.4. Taxes. The incidence or not of taxes on the sale of Goods and on Supplier's invoicing shall be dealt with in the respective Purchase Orders.

4.5. Withholding, offsetting or deducting amounts. In the event of the Supplier's breach of any legal or contractual obligation, MBBras may withhold, offset or deduct any payments due, until the default is remedied, not affecting, in these cases, any update or addition to the invoiced amounts. This prerogative of withholding, offsetting or deducting any payments due also applies in the event that MBBras is fined, notified, subpoenaed, summonsed or convicted jointly and severally or subsidiarily, due to non-fulfillment of any obligation attributable to the Supplier, arising from the Contract(s) and these GPTC.

4.6. Reimbursement of expenses. Where applicable, expenses incurred by the Supplier shall not be included in the price and shall be reimbursed by MBBras upon presentation of corresponding proof of payment, provided that such expenses are approved in advance and in writing by MBBras.

5. INVOICING, TAX NOTES AND PAYMENT

5.1. Invoicing. Invoicing, issuing of Tax Notes and payment shall be carried out as defined on the MBBras website. (<https://www.mercedes-benz-trucks.com.br/institucional/fornecedores/sistema-de-pagamentos>)

6. SUPPLIER'S OBLIGATIONS

6.1. General Obligations of the Supplier. Without prejudice to other obligations provided for in this instrument, the Supplier's obligations are:

6.1.1. Execution of the contracted scope. Execute the Supply and all activities related to compliance with this instrument and the Contract(s), in accordance with the agreed terms, with MBBras' technical specifications, Scope of Service and with applicable legislation, technical standards and regulations.

6.1.2. Authorizations and licenses. Obtain all authorizations, licenses, permits and other authorizations necessary for the development of its activities in the context of the Supply, in accordance with relevant laws and regulations, as applicable.

6.1.3. Minimum standards of quality. Execute the Supply, in accordance with the highest degree of technical development and quality, in accordance with MBBras' technical rules, including regarding design, manufacture, raw material, quality, design and performance, as applicable, using first-line materials and equipment and duly qualified and skilled labor, in sufficient number and for the period necessary for the perfect and timely execution of the Supply.

6.1.4. Maintenance of good working conditions and storage of materials. Be responsible for the cleaning of the installations, transportation to the site of its employees' services, materials and equipment required, as well as the storage of said materials and other costs inherent in the performance of the Contract(s).

6.1.5. Approval tests. Perform, when required by MBBras, tests for approval, by MBBras, of the materials and equipment to be used in the Supply.

6.1.6. Education/training. In applicable cases, provide training for personnel indicated by MBBras for the Supply, whereby said training shall only be considered accepted by MBBras from the moment that the trained persons are in full and complete condition to carry out the Supply autonomously.

6.1.7. Applicable insurance. It shall also be the responsibility of the Supplier to take out all insurance relating to the Supplies, including civil liability and occupational accident insurance, as applicable.

6.1.8. Competitiveness assurance. Maintain an appropriate level of competitiveness in terms of quality, price, innovation spirit level in the context of Supply.

6.1.9. Economic-financial visibility. Promptly present to MBBras, when requested, any information concerning its economic-financial situation, its active and passive operations and its activities, in the form and frequency indicated.



6.1.10. *Duty to inform.* Report to MBBras, as soon as it becomes aware, of the proposal or initiation of any Court or Administrative Lawsuit or Procedure, the outcome of which may in any way adversely affect its economic-financial condition, its assets and/or any of its activities.

6.1.11. *Corporate changes.* Inform immediately, when there are any changes to the company and update your registration data annually.

6.1.12. *Use of name and trademark.* Refrain from using or referring to the name of MBBras or the trademark "Mercedes-Benz" in statements to the media in general or in communications and other documents of a *similar* nature intended for the media without its prior and express written permission.

6.1.13. *Composition of Commodity and Local Content.* If applicable, immediately make available to MBBras, or to whom it indicates, details about the content and composition of the Goods and their components, subject of the Supply, in particular, but not limited to the local content, the Supplier being solely responsible for the truthfulness and accuracy of such information, under application of legal penalties. The commercial invoice must also include information on the name and address of the manufacturer/producer, in accordance with the current regulations, as applicable in accordance with Clause 4.1.1 above, and the composition of the prices must comply with all applicable legal provisions.

6.1.14. *Replacement in the event of defects, faults and/or imperfections.* Goods that are rejected by MBBras due to defects, faults and/or non-conformities shall not impose any burden on MBBras, and the Supplier shall be liable for the immediate correction of the defects, faults and/or imperfections in the applicable cases.

7. MBBRAS' OBLIGATIONS

7.1. Obligations of MBBras. Without prejudice to other obligations provided for in this instrument, MBBras' obligations are:

7.1.1. *Payment of the Price.* Pay the Price, in accordance with the terms provided for in the Contract(s) and these GPTC, by complying with the obligations assumed by the Supplier;

7.1.2. *Clearance of access.* Allow the access of the Supplier and its employees to MBBras' facilities, as may be necessary to perform the Supply; and

7.1.3. *Information.* Provide all information necessary for the provision of the Goods and/or Services, within the legal limits.

8. CONDITIONS FOR PERFORMANCE OF SUPPLY AND SERVICES

8.1. Specific Terms and Conditions for Services

8.1.1. *Services Coordinator.* The Supplier shall maintain, during the performance of the Services, qualified and skilled professionals for the provision of the Services and shall appoint a professional to act as general coordinator, in order to supervise the performance of the Services. This professional shall have full powers to make decisions on behalf of the Supplier and shall always maintain direct communication with MBBras, regarding any matter related to the performance of the Services, being responsible for the guidance, local instruction of the Supplier's employees, officers and Subcontractors.

8.1.2. *Occupational Health and Safety.* The Supplier shall comply with all applicable legal and contractual provisions on health, safety, and occupational medicine, including those received from MBBras, by providing its respective professionals with all the personal and collective safety and protection equipment provided for in the legislation and documents received.

8.1.3. *Guidelines for Services.* The Supplier and MBBras shall jointly define the organization of the conditions for the provision of the Services, specifically regarding MBBras' installations, storage of materials, cleaning, and safety and operating policies, and the storage of any material or tools of the Supplier, on the premises of the Supplier, shall be prohibited, except with prior written authorization.

8.1.4. *Inspection and monitoring.* MBBras, or third parties contracted by it, may check and inspect the services performed by the Supplier, which will always be subject to approval by MBBras, which may require corrections and changes in any of the activities carried out in disagreement with the Contract(s) and/or instructions provided by MBBras. Such adjustments shall be carried out by the Supplier at its own expense, according to the deadline set by MBBras.

8.1.5. *Benefits enjoyed.* Should the Supplier's employee benefit from any benefit offered by MBBras to its employee, including but not limited to MBBras' cafeteria meals and chartered transportation expenses, such expenses shall be subsequently deducted from the amount payable by MBBras to the Supplier for the Services.

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8.1.6. *Work visa.* Foreign employees or service providers under the direct or indirect responsibility of the Supplier may only perform services on the premises of MBBras with a regular work visa, the obtaining of which is the sole responsibility of the Supplier.

8.1.7. *Integration.* The Supplier shall ensure that all employees under its responsibility complete MBBras standard onboarding, present occupational health certificate and use mandatory all PPE indicated by MBBras and/or relevant legislation.

8.1.8. *Accident liability.* The Supplier is solely liable for any damage or accident sustained by its employees and/or third parties as a result of its activities. The Supplier shall be liable for itself, its employees, and Subcontractors as a result of its activities.

8.1.9. *Change of Scope.* MBBras may request the increase or reduction of the scope of the Services, whereby the Supplier shall arrange for compliance with said request within 5 (five) days of receiving the communication from MBBras in this regard.

8.1.10. *Technical assurance.* MBBras' approval of the Services provided by Supplier shall not release Supplier from any responsibility, including, but not limited to, any hidden defect attributable to Supplier in the performance of the Services.

8.1.11. *Adjustment in the services.* Any requirement to change the services not foreseen by the Supplier, and verified during the provision of the Services, may only be implemented by the Supplier after prior written approval by MBBras.

8.1.12. *Cleaning.* The Supplier shall keep clean and in proper condition the installations where the Services will be performed, as applicable.

8.1.13. *Transportation to the Services site.* Be responsible for the transportation to the place where the Services are performed, of its employees and of the materials, equipment and tools necessary for the performance of the Services, and remove them from these places after completion, as applicable.

8.1.14. *Employee Replacement.* Immediately replace any employee who is not performing the Services diligently and satisfactorily within the MBBras facilities.

8.1.15. *Full costs.* Cost and arrange for the meals, accommodation, and any other expenses of its employees during the performance of the Services, as applicable.

8.2. Specific conditions for the acquisition of Machinery and Equipment, except Tooling and Devices related to direct materials

8.2.1. *Technical warranty.* The Supplier is responsible for the warranty of the machine(s), equipment(s) and/or systems ("Warranted Item"), including the repair of any faults and/or defects that may arise, without any burden on MBBras.

8.2.2. *Warranty Scope.* The technical warranty covers the supply, repair and installation, by the Supplier, at MBBras' premises, of the Guaranteed Item during the warranty period indicated in the Contract(s). If the Guaranteed Item shows defects during the warranty period and they persist after the expiry of the warranty period, at the discretion of MBBras, the Supplier shall be obliged to remedy them within the period mentioned in the item below, without any burden on MBBras.

8.2.3. *SLA and response time.* Service for correction/repair of faults and/or defects, including replacement of parts, shall take place within 24 (twenty-four) hours of MBBras' request, or immediately if the faults and/or defects could cause MBBras to stop production. The Supplier's response time to MBBras' request shall be a maximum of 2 (two) hours, this period being valid during and after the warranty period.

8.2.4. *MBBras alternatives.* If the repairs or corrections are not carried out within the aforementioned period, MBBras may, at its sole discretion and independent of the application of the other contractual penalties, demand the reimbursement of the amount paid or arrange for the due correction or repair, by its own means or by contracting third parties. The costs and expenses arising from this decision, plus 15% (fifteen percent) as compensation fixed in advance for MBBras' own internal costs of arranging the repair or replacement of the Goods, shall be passed on in full to the Supplier or offset with amounts still due to it or deducted from amounts retained or guarantees provided.

8.2.5. *Hidden defects.* For hidden defects, not established in the act of the "Term of Delivery and Acceptance of Installations", the statutory limitation period only begins on the date of knowledge of the fault and/or defect by MBBras.



8.2.6. *Warranty Period Renewal.* Any Warranted Item repaired or corrected within the Warranty Period shall have its warranty period renewed, for the warranty period indicated in the Contract(s), from the date of completion of the respective repair or correction, at no additional cost to MBBras.

8.2.7. *Imported items.* For items requiring importation, the maximum delivery time for their correction and replacement is 5 (five) working days, starting from the request for delivery formalized by MBBras to the Supplier. Further conditions regarding the delivery warranty shall apply in accordance with the provisions of the MBBras Guidelines.

8.2.8. *Advance payment and warranty.* If the provision of an advance to the Supplier via Contract ("Advance") is included, this shall only be carried out within 10 (ten) days, after presentation by the Supplier, and subject to the prior approval of MBBras, of the letter of bank guarantee issued by a suitable and first-line financial institution, in the amount of the Advance, accompanied by a power of attorney granted by the issuing financial institution, conferring powers to the signatories of said letter.

8.2.9. *Bank guarantee and requirements.* Such letter of bank guarantee shall: (i) contain reference to the number of the respective Contract(s); (ii) remain valid until the completion of the activities provided for in the Contract(s); and (v) meet the premises contained in the standard template with waiver of any benefit of order.

9. LIABILITY

9.1. Supplier's Liability. The Supplier is liable for indemnifying MBBras and third parties for any damage caused by its employees, officers or directors to MBBras property or installations or third parties during the performance of the Contract(s), including defending and keeping MBBras and all its employees, as well as subsidiaries and affiliates of MBBras, immune from any judicial and extrajudicial claims, prejudices, losses and damages, liabilities, loss of profits, obligations and any other expenses arising from the performance of the Contract(s). In the event of performance of the Contract(s) by more than one company of the same Economic Group, the said companies shall be jointly and severally liable for all obligations assumed in said contracting, as applicable.

9.2. Supplier Liability – Labor Relations and Subcontractors. The Supplier is solely and exclusively responsible for the obligations, sums and charges arising from the employment contracts of its employees, including social security obligations and any labor defaults it may incur, and there is therefore no employment relationship between the Supplier's and MBBras' employees. The Supplier is also fully liable for its Subcontractors, sub-suppliers, and other suppliers of raw materials, as may be authorized by MBBras, necessary for the performance of the Contract(s).

9.3. Impleader and reimbursement. If a judicial, administrative or extrajudicial action is brought against MBBras and/or any of its employees, arising from an action or omission of the Supplier and/or its employees, the Supplier shall: (i) request its entry into the demand and request the immediate exclusion of MBBras from the passive position; or (ii) act together with MBBras to defend it if the exclusion request is not accepted. If MBBras is required to pay any amount relating to the Supplier's legal or administrative liability lawsuit, the Supplier undertakes, within 5 (five) working days of the request for payment made by MBBras, to reimburse all expenses and costs incurred by it, corrected monetarily, including legal fees. Notwithstanding the foregoing, MBBras may, at its discretion, upon receipt of a summons or notification in judicial and/or administrative proceedings, contingent the amounts of the costs and expenses of the proceedings, costs of attorneys' fees, experts, among other technicians, in addition to the value of any conviction, and the Supplier shall be prohibited from ceasing any activity pursuant to the withholdings of values provided for in this clause.

9.4. Liability and Limitations of MBBras. MBBras is responsible for providing all technical and financial information necessary for the performance of the Contract(s), in a complete and accurate manner, in accordance with the deadlines specified between the Parties. MBBras' liability is limited to direct damages resulting from breach of the obligations set out in these GPTC, excluding any indirect, incidental, lost or arising profits, and MBBras' liability shall also be limited only to the Total Value of the Contract(s).

10. MATERIALS PROPERTY OF MBBRAS

10.1. Exclusive Property. If MBBras provides Supplier with drawings, specifications, models, tools and samples for the production of the component for MBBras, such items shall remain the exclusive property of the Daimler Group Companies and/or MBBras, in accordance with applicable law.

10.2. Loan and trustee. All and any material delivered by MBBras to the Supplier for the performance of these General Purchase Terms and Conditions and the Purchase Order, whether technical material, raw material, parts, drawings, plants, publications, tools, molds, machinery, equipment, etc. ("Material"), being the exclusive property of MBBras, shall remain with the Supplier on loan basis, the latter being invested with the legal obligations of trustee.



10.3. Return to MBBras. Except for wear and tear due to normal use of the Materials, the Supplier shall be obliged to return them to MBBras in the same conditions in which they were received, after compliance with these GPTC, or when requested by the owner.

10.4. Free access to the Material. MBBras shall have free access to the Material owned by it in the possession held by the Supplier and/or third parties, and the Supplier and/or third parties shall be obliged to submit to MBBras, whenever requested, a written report on the condition of said property.

11. PENALTIES

11.1. Supplier's non-compliance. In the event of a breach of contract by the Supplier which may be remedied, MBBras shall send a notice granting a reasonable and proportional period to remedy the breach.

11.2. Applicable Penalty. If the Supplier fails to remedy its obligations, and there is no specific penalty in the Contract(s) linked to these GPTC or in other documents relating to the contracting, MBBras is entitled to terminate the Contract(s) immediately, without any burden, and the Supplier is liable for compensation for all direct and indirect losses, damages, liabilities and loss of profits arising from the default that caused the termination.

12. TERMINATION

12.1. Termination without Cause. Due to the nature of the contractual relationship formalized between the Parties, if there is no specific provision for termination expressed in the respective Contract(s), and one of the Parties intends to terminate it, in whole or in part, for any reason, it must contact the other Party in advance, so that both Parties, by mutual agreement and within a maximum period of 30 (thirty) days, establish a transition plan and a technically feasible schedule so as not to jeopardize the supply.

12.2. Termination for non-compliance with competitiveness assurance. If the Supplier fails to comply with the competitiveness assurance provided for in item 6.1.8 and MBBras receives a better offer from its alternative suppliers, considering the same criteria and specifications of Goods and/or Services ("Efficiency Criteria"), MBBras shall inform the Supplier in writing about the Efficiency Criteria ("Warning Notice").

12.2.1. Period for remediation and termination. The Supplier shall have the opportunity, within a period of 90 (ninety) days, to meet or exceed the Efficiency Criteria by implementing the measures necessary to offer an equivalent and/or better offer to MBBras and, if it fails to meet or exceed the aforementioned Efficiency Criteria, exceeding the period of 90 (ninety) days from receipt of the Warning Notice, MBBras shall be entitled to terminate the Contract(s) after the expiry of said period, without incurring any fine, penalties or compensation.

12.3. Termination in the event of bankruptcy. The Contract(s) may be terminated, without the incidence of any fines, penalties or compensation, upon written notice by the interested Party, immediately, in the event of Judicial Reorganization, Bankruptcy or Liquidation of the other Party.

12.4. Termination of the Contract(s) for Non-Compliance. In addition, MBBras may terminate the Contract(s) immediately upon written notice to the Supplier in the following cases:

12.4.1. Breach of the contract. If the Supplier breaches any of the other clauses and conditions of these GPTC or related documentation, including if the notice provided for in item 17.1.7 below is not carried out within the agreed time;

12.4.2. Impact on the object. If MBBras verifies that, in any way, there is an administrative or judicial proceeding against the Supplier that impacts the performance of the object matter of these GPTC or the Contract(s), or is against any MBBras Compliance standard;

12.4.3. Non-compliance with compliance rules. Non-compliance with the compliance clause of these GPTC, in which case MBBras shall also be entitled to withdraw immediately from all existing transactions with the Supplier and cancel all negotiations in progress.

13. INTELLECTUAL PROPERTY

13.1. Intellectual Compliance. The Supplier represents and warrants that the Goods and/or Services provided to MBBras, including but not limited to the manufacture of Tooling and Components do not infringe any intellectual property rights of third parties, including but not limited to those relating to invention or utility model patents, trademarks, designs, copyrights, trade secrets, among others, in Brazil or abroad.



13.1.1. Goods and/or Services according to MBBras drawings. The provisions of the above item not apply if the Supplier has manufactured the Goods and/or Services to be delivered to MBBras in accordance with the drawings, models, descriptions and declarations provided by MBBras, provided that the Supplier does not know, or could not have known, that the manufacture of the components, based on said drawings, models, descriptions and information, infringes the intellectual property rights of a third party.

13.2. Transparency and information. The Supplier undertakes to inform MBBras immediately of any infringement or risk of infringement of third-party rights, and shall bear, at MBBras' sole discretion, all costs and expenses arising therefrom, including, but not limited to, compensation, replacement or adaptation of the component in question, so as not to infringe said rights, as well as attorneys' fees, logistics and development costs, among others.

13.3. Registered Intellectual Property. At MBBras' request, the Supplier shall inform MBBras of the use of any intellectual property right, registered or not, owned by or licensed to the Supplier, and applied to the manufacture of the components.

13.4. Compliance with requirements. In case the component has been developed and/or adapted for MBBras, the intellectual property provisions shall comply with the corresponding Contract(s) signed between MBBras and the Supplier.

13.5. Restricted interpretation. Nothing in these GPTC or the Contract(s) shall be interpreted as assignment or grant to the other Party of any copy right, patent or license rights, whether express or implied.

14. PERSONAL DATA

14.1. Application of legal principles. The Parties warrant to comply with applicable personal data protection laws, in particular the General Data Protection Law (Law no. 13,709/18), including updates and revisions, and to adopt practices consistent with MBBras' standards, including its internal policies and guidelines. Furthermore, the Parties declare that they will only carry out personal data processing operations when absolutely necessary to fulfill a specific purpose, and when such activity is legalized on the basis of applicable data protection legislation. If and when there is a requirement for either Party to perform personal data processing operations on behalf of the other, both Parties agree to negotiate in good faith and enter into a separate data processing agreement to dispose of such activities prior to the commencement of the processing activity. Furthermore, in the event of a breach of the provisions of this Clause, the Parties agree to indemnify, defend and hold harmless the other Party and its subsidiaries, directors, employees and agents in accordance with Clause 9.

14.2. Data ownership. Each Party shall continue to be the holder and owner of its data, as well as be responsible for any third-party data, including Personal Data, shared within the scope of the performance of the subject matter of the Contract(s), in any way.

14.2.1. Monitoring. The Supplier shall monitor, by appropriate means, its own compliance and that of its employees, with their respective obligations relating to the protection of Personal Data.

14.3. Access restriction. The Supplier shall treat Personal Data confidentially and with the same level of security as it treats its data and information of a confidential nature, even if these GPTC and the Contract(s) are terminated and regardless of the reasons for their termination or termination.

14.4. Requests from Data Subject. If the Supplier receives a request from the Data Subject concerning a processing of Personal Data that is not under its responsibility, it shall notify MBBras of the request received.

14.5. Right of Data Subjects. Where applicable, Supplier shall be responsible for ensuring the exercise and compliance of Data Subjects' rights in accordance with Applicable Laws, including but not limited to:

- (i) Information to the Data Subject of the existence of processing of Personal Data, in a clear and easily accessible manner;
- (ii) Access by the Data Subject to the Personal Data Subject to processing;
- (iii) Correction, at the request of the Data Subject, of incomplete, inaccurate or outdated Personal Data;
- (iv) Blocking or deletion, at the request of the Data Subject, of Personal Data.

14.6. Termination. At the end of the relationship between the Parties, the Supplier shall delete or anonymize the Personal Data, whether definitive or not, that has been transmitted during the term of these GPTC and the Contract(s), extending to any copies, except for data that must be retained to comply with a legal obligation.

15. ACTS OF GOD AND FORCE MAJEURE



15.1. Exclusion of Responsibility. Neither Party shall be liable for any breach of its legal or contractual obligations, if such breach is due to an act of God or force majeure pursuant to Art. 393 of Federal Law 10,406/2002, provided that they are duly evidenced.

15.2. Applicable requirements. For the purpose set out above, the Party claiming the occurrence of an act of God or force majeure shall:

15.2.1. *Notification about the event.* Notify the other Party of the event, in writing, within 5 (five) calendar days of becoming aware of its occurrence or its onset, providing it with details of the event;

15.2.2. *Link between fact and breach.* Evidence, to the other Party, the alleged facts justifying the impossibility of fulfilling the obligation; and

15.2.3. *Alternative solution.* If the other Party demonstrates and presents, to the Party claiming the occurrence of an act of God or force majeure, a different and less severe solution or possibility for it, the Party claiming the occurrence of an act of God or force majeure shall comply with the contractual obligations under the proposed measure, provided that this solution is not more onerous than initially foreseen, at which time the Parties shall meet to discuss any additional costs.

15.3. Lack of information. In the event of an unjustified refusal or omission by the Party claiming the occurrence of an unforeseeable event or force majeure of the case in the item above, the other Party must notify it so that it informs the reasons for the refusal or presents a satisfactory solution within 5 (five) calendar days, under penalty of the sanctions provided for in these GPTC.

15.4. Event causing 30 (thirty) days delay. In the event of an act of God or force majeure, regularly proven, preventing the Services and/or Supply for a period equal to or greater than 30 (thirty) days, MBBras may, at its option:

15.4.1. *Suspension.* Suspend the Contract, in which case the Parties shall not be responsible for the performance of their obligations, it being understood that each of the Parties shall comply with its contractual obligations to the extent that they have expired before the event of force majeure or occurrence of an act of God. In this case, the Parties shall make every effort to resume the regular performance of the Contract(s), even if partially, until the situation is normalized under conditions agreed prior to the occurrence of the event, and may, at the end of this period, terminate the contract as per item below or meet for consultation and consensus on measures to continue the Contract(s).

15.4.2. *Termination.* Terminate the contract, if the Party immediately identify that continuation is unforeseeable or impossible, without prejudice to the rights and obligations prior to termination, it being understood that each of the Parties must comply with its contractual obligations to the extent that they expired before the operation of the act of God or force majeure.

15.4.3. *Event persistence for more than 60 (sixty) days.* If the contract has been suspended in the event of item 15.4.1 or has been maintained despite the event of the act of God or force majeure, and such event persists for a period of more than 60 (sixty) calendar days, the Parties shall meet for consultation and consensus on provisions for continuation of the Contract. Should the continuation prove unforeseeable or impossible, each Party shall be entitled to terminate the Agreement, but without prejudice to its rights and obligations prior to termination, it being understood that each Party shall comply with its contractual obligations to the extent that they have expired before the operation of the act of God or force majeure.

15.5. Absence of obstacles. In case of an event of force majeure or an act of God that does not prevent, halt or completely obstacle the performance of the object of this/these Contract(s), the Parties shall use their best efforts to continue, even partially, the Contract(s), until the situation is normalized under conditions agreed prior to the occurrence of the event.

15.6. Known events and risks. Impacts known up to the time of signing the Contract(s) ("Impacts") may not justify any claim for renegotiate deadlines or costs by the Supplier in the context of the Contract(s). In the event of unforeseeable and extraordinary events, characterized as an act of God or force majeure, involving proven significant aggravation of the Impacts, the Parties undertake to renegotiate their respective effects relating to the deadlines set out in these GPTC. Notwithstanding the provisions of this item, the Supplier undertakes to seek solutions that interfere as little as possible with the conditions initially agreed. The costs, in any event, shall be the responsibility of the Supplier.

16. ENVIRONMENT, OCCUPATIONAL HEALTH AND SAFETY

16.1. Conformity. It is the Supplier's responsibility to comply with and ensure that its employees, Subcontractors, representatives, suppliers comply with all health, safety and environmental legislation, especially during the performance of the activities subject to the Contract(s). This obligation also applies to the recommendations and standards established by MBBras,



provided for and/or referred to in these GPTC, in addition to all applicable Occupational Health and Safety guidelines, rules and procedures.

16.2. Sustainability and Environmental Protection. In addition to the other provisions established, the Supplier shall adhere to MBBras' standards and requirements with regard to sustainability and environmental protection in accordance with the provisions of the latest version of the MBST.

17. CONFIDENTIALITY

17.1. Duty of confidentiality. The Supplier, during the term of the Contract(s) and these GPTC, and even after its termination, undertakes to keep confidential and not to make available to third parties any terms of this instrument, as well as any information or document to which it has access pursuant to this Instrument, in written, verbal or any other form that can be identified as its content, and/or that are produced as a result thereof, without the prior written consent of MBBras, further undertakes, to use them exclusively for the purpose of meeting the object of the aforementioned Contract(s). Such information shall be considered trade secrets for all purposes and legal effects under applicable law.

17.1.1. Access restriction. The Supplier shall refrain from disclosing or delivering technical materials owned by MBBras, in whole or in part, to third parties, nor from manufacturing parts using, for this purpose, the content of said technical material, whether raw or finished, without receipt of the Purchase Order from DCM, as the case may be, and also without the prior written consent of MBBras.

17.1.2. Employees. The Supplier shall grant access to confidential information only to its employees, suppliers, representatives, and any third-party contractors who have a strict need to have access to such information for the performance of the Contract(s) and undertakes to grant them visibility and knowledge of the confidentiality provisions provided for in these GPTC and which permeate the information.

17.1.3. DTAG. Supplier hereby agrees and authorizes MBBras to pass on confidential information to companies belonging to the same economic group, including but not limited to DTAG.

17.2. Return. The Supplier shall immediately return to MBBRAS all confidential information, documents, knowledge, and findings that the Supplier, its employees and/or third parties working under its responsibility or supervision, have had access to during the term and on account of the Contract(s).

18. COMPLIANCE

18.1. The Parties agree to comply with all applicable laws, rules, regulations, and product requirements affecting the parties' performance under the terms of this Agreement, carrying the force of law including, without limitation, those of their respective state of incorporation or principal place of business, and of the state of operations (collectively referred to as "Applicable Laws").

18.2. Notwithstanding the above and any further provisions of this Agreement, the parties confirm that they have adequate procedures in place in order to comply with the Applicable Laws relating to antitrust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection, the prohibition of child and forced labor, labor rights, occupational health and safety, as well as environmental protection during the term of the parties' contractual relationship.

18.3. The Parties agree to respect all internationally recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's (International Labour Organization) fundamental conventions during the term of the Parties' contractual relationship.

18.4. The Parties shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this clause.

18.5. The Parties express awareness and agreement on the terms of Governance and Compliance, including the Special Terms and Conditions of Daimler Truck, fully available at the link at <https://www.mercedes-benz-trucks.com.br/institucional/compliance-e-governanca/condicoes-especiais>.

19. GENERAL PROVISIONS

19.1. Agreement. The Parties hereby declare that: (i) have been made aware of all the conditions and circumstances involved in the negotiation subject of these GPTC that are able to influence their ability to express their wills; (ii) have freely and fully



exercised their autonomy of will; and (iii) undertake to respect and observe the risk allocation now defined, pursuant to the provisions of Article 421-A, II, of Federal Law 10,406/2002.

19.2. Assignment. The Supplier may not assign or transfer the Contract(s) or any duties and/or rights arising therefrom, including credit rights, without the prior consent of MBBRAS. MBBRAS may, by simple communication to the Supplier, assign or transfer the Contract(s), in whole or in part, to any legal entity affiliated, subsidiary or affiliated with MBBRAS or to Banks in its relationship, if it is in its interest or necessary for compliance with MBBRAS' credit policies.

19.3. Absence of Novation. Any failure or tolerance by either Party to require the other to strictly comply with its obligations hereunder or to exercise any right under this Agreement shall not constitute novation or waiver thereof, nor shall it affect its right to exercise it at any time.

19.4. Capacity. The Parties have full capacity and legitimacy to enter into the Agreement(s) and no further procedure is required.

19.5. Compliance. The Parties warrant that the Contract(s) will not violate any terms or provisions of any contract, instrument or obligation to which they are a party.

19.6. Nulity. Should one or more of the provisions contained in these GPTC be held invalid or unenforceable by any competent court, such fact shall not invalidate the other provisions provided for in this Instrument, which shall remain fully valid and effective.

19.7. Subcontracting. The Supplier is prohibited from subcontracting any obligation under the Contract(s), unless previously authorized in writing by MBBRAS, in which case these GPTC shall be fully applicable to the Subcontractor. It shall be the Supplier's responsibility to ensure that all terms of the Contract(s) and these GPTC are complied with by the Subcontractor.

19.7.1. Supplier Binding. Any authorization of MBBRAS to subcontract shall not limit, reduce or mitigate the Supplier's liability for the repair of any damage or non-conformities caused by the Subcontractor.

19.8. No power of attorney. The Supplier expressly acknowledges that it may not, neither by itself nor by its directors, employees or officers or by its Subcontractors, sign any document or assume any obligations on behalf of MBBras, except when expressly authorized by MBBras and within the strict limits of such authorization.

19.9. Electronic signature. These GPTC, as well as the other Supporting Documents, may be signed between the Parties in electronic format, on which the Parties acknowledge the truthfulness, authenticity, integrity, validity and effectiveness, pursuant to Art. 219 of the Brazilian Civil Code, even if they are electronic certificates not issued by ICP-Brasil, pursuant to art. 10, § 2º, of Provisional Measure no. 2.200-2, of August 24, 2001 ("MP no. 2.200-2"), in addition to expressly acknowledging, authorizing, accepting and recognizing as valid any form of proof of authorship of the Parties signing these GPTC by means of electronic certificates, it being certain that any such certificates will be sufficient for the truthfulness, authenticity, integrity, validity and effectiveness of the Contract(s) and its terms and the respective binding of the Parties.

19.10. Communications with MBBras. Communications in general, including the sending of Tax Notes, invoices and/or any other billing documents shall be made through the channels provided by MBBRAS to the Supplier, which acknowledges that any communication made in a manner other than that indicated by MBBRAS shall not be valid.

19.11. Supplier Communications. All notices, communications and summonses shall be deemed valid if addressed to the Supplier's registered address.

19.12. Data processing and compatibility. The Supplier guarantees that its software, computer, and data processing systems are adapted to the requirements of MBBras and are suitable for the performance of the activities provided for in this instrument and is also responsible for the integrity and protection of MBBras, including with regard to information and/or data shared pursuant to the performance of the Contract(s).

20. GOVERNING LAW AND JURISDICTION

20.1. Hole. The jurisdiction of the City of São Paulo, State of São Paulo, shall be elected to settle any disputes arising from the Contract(s) and these GPTC, with the exclusion of any others, however privileged they may be, and therefore Brazilian law shall apply.

