

**Phone:**



Fanuc South América Equipamentos de Automação e Serviços Ltda.  
CNPJ 02.270.974/0001-10 IE 115.226.464.118

Av. Embaixador Macedo Soares, 10001 - Vila Anastácio – CEP: 05095-035 São Paulo / SP - Phone:(11) 3619-0599 - Fax: (11) 3619-0577

## ANNEX

### GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS OR SERVICES ("General conditions")

#### DEFINITIONS:

**"Buyer"**: The company purchasing the Products or contracting the Services offered by FANUC, duly qualified in the Quotation or Purchase Order.

**"Quotation or Cost of Services"**: The document issued and forwarded by FANUC to the Buyer including the commercial conditions for the supply of Products or provision of Services.

**"Equipment"**: The equipment owned by the Buyer, CNC or robots, made available to FANUC in order to carry out repair, technical assistance, preventive or corrective maintenance Services.

**"Purchase Order"**: The document issued by the Buyer that represents the Buyer's agreement to the conditions contained in the Quotation or Cost of Services.

**"Product(s)"**: The products imported and distributed by FANUC in Brazil.

**"Services"**: It means the repair, technical assistance, preventive, or corrective maintenance services performed by FANUC on the Buyer's Equipment.

#### 1. PREAMBLE

1.1. This instrument sets forth the General Conditions for the Supply of the Product(s) or Service(s) by FANUC to the Buyer.

1.2. The Buyer acknowledges that, by accepting the Quotation or Cost of Services sent to it by FANUC, these General Conditions will automatically apply to the supply of the Product(s) or the provision of Service(s), and the Buyer waives any other supply conditions, unless if the execution of a specific contract is expressly negotiated between the parties.

1.3. The Quotation or Cost of Services will contain all conditions relating to the supply of the Product(s) or provision of the Service(s) including, but not limited to, the quantity of Product(s) supplied, total price, payment method and deadline, estimated time for completion of the Services(s) or delivery of the Product(s) and other conditions that are agreed between the parties.

1.4. These General Conditions are the only ones applicable to any and all sale of Product(s) and/or provision of Service(s) by FANUC to the Buyer and, expressly exclude the applicability of any other conditions presented by the Buyer.

1.5. In case of conflict between these General Conditions and other documents potentially submitted by the Buyer, the conditions established herein shall prevail as they are specific to the Service(s) and Product(s) provided by FANUC.



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## **2. DELIVERY OF PRODUCTS**

2.1. Unless otherwise stated in the Quotation, the freight, insurance, loading and unloading of the Product(s) will be the sole responsibility of the Buyer who must arrange for the pickup within the period informed by FANUC at the following address: Rua Felix Guilhem, 1.400 – Lapa de Baixo – CEP 05069-000, São Paulo, SP. Monday to Thursday from 8:30 a.m. to 11:30 a.m. and from 1:30 p.m. to 5:30 p.m. - Friday from 8:30 a.m. to 11:30 a.m. and from 1:30 p.m. to 4:30 p.m.

## **3. PAYMENT**

3.1. Payment(s) related to the performance of the Service(s) or supply of the Product(s) shall be made according to the conditions agreed between FANUC and the Buyer included in the Quotation or Cost of Services.

3.2. In case the Buyer does not make the payment on due date, it shall incur a fine of five percent (5%) of the outstanding amount and a monthly interest rate of two percent (2%), calculated *pro rata die*, without prejudice to FANUC, who may at its sole discretion: (i) withhold the delivery of any requested Product or suspend the provision of any Service, either to be commenced or in progress, even if arising from any other Quotations or Costs of Services accepted by Buyer until the settlement of the late payment and; (ii) take any extrajudicial or judicial measures to recover these amounts.

3.3. The taxes (fees, emoluments, tax and tax-related contributions) that are due, or that will be due, as a result, either direct or indirect, of the present General Conditions or of its performance shall be the sole responsibility of the taxpayer as defined in the tax regulation, without the right to reimbursement.

## **4. TERM AND TERMINATION**

4.1. This instrument shall remain in force for duration of the supply of the Product(s)/provision of the Service(s) contracted in the respective Quotation(s) or Cost of Service(s).

4.2. This instrument may be terminated for cause in the following situations:

(i) Adjudication of bankruptcy, court-supervised/out-of-court reorganization, court-supervised liquidation of any of the parties;

(ii) Non-compliance with contractual obligations by FANUC that are not under its control or responsibility and failure to adopt remedies and efficient measures within thirty (30) days from the receipt of the notification sent by the Buyer informing about the irregularity and;

(iii) The occurrence of an act of God or force majeure event that prevents any party from complying with its obligations for a period exceeding thirty (30) days.

4.3. Once accepted, the Quotation(s)/Cost(s) of Service(s) shall not be canceled or changed in any way, unless agreed by FANUC.



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## **5. COMPLIANCE AND WARRANTY**

5.1. FANUC warrants to the Buyer that all Products, including spare parts, provided will be free of defects in material for a period of one (1) year from the issuance of the Invoice in the case of repair services or from the completion of the services, in case of technical assistance. If any defect is found within this period, FANUC may, at its sole discretion: (i) replace the Product(s) or; (ii) carry out the repair in its workshop (by sending the Product at Buyer's expense) or at the work site.

5.2. The repair or technical assistance Services performed by FANUC shall be warranted for a period of ninety (90) days from the date of completion upon delivery of a report.

5.3. The aforementioned warranties do not cover defects or malfunctions resulting from causes beyond FANUC's control including, but not limited to: (i) unusual physical or electrical stress; (ii) accident, neglect, abuse, misuse with the exception of normal use; (iii) routine maintenance not performed in accordance with the procedures recommended by FANUC; (iv) normal wear and tear; (v) repairs or attempted repairs by unauthorized persons; (vi) modifications or alterations to the Products; (vii) use with supplies or devices not supplied or approved by FANUC; (viii) improper inspections carried out by third parties or by the customer; (ix) damage suffered by the equipment due to intentional or wrongful acts by the customer and/or third parties, including, but not limited to, acts of vandalism; and/or (x) damage suffered due to fire or explosion at the customer's facilities, and due to any natural phenomenon, including, but not limited to, lightning, floods, earthquakes, windstorms, and others.

5.4. FANUC will under no circumstances be directly or indirectly liable for any damage caused to Buyer's equipment, machinery or any other property, or even for injuries to persons, which are not proven to result from the Services provided by it. In the same sense, it will not be responsible, under any circumstances, for losses or indirect damages, as well as loss of profits.

## **6. GENERAL OBLIGATIONS OF THE PARTIES**

6.1. Without prejudice to other responsibilities provided for by law, the following are FANUC's obligations:

- a) To comply, within the legal deadlines, with all tax, labor, social, social security obligations and obligations of any other nature that are directly related to the supply of the Product(s) or provision of the Service(s);
- b) To keep all licenses and authorizations necessary to the proper performance of its activities valid and in force;
- c) To guide and supervise its employees regarding the safety rules, policies, and procedures to be observed in the provision of the Service(s), when performed at the Buyer's plant;
- d) To be responsible for any direct damages and losses that it is likely to cause to the Buyer during the provision of the Service(s) or supply of the Product(s) after the final unappealable judgement condemning FANUC to make reimbursement to the Buyer and within the limits established therein;
- e) Not to link the Buyer's name, brand or logo except with prior written authorization from the Buyer;
- f) To obtain the prior and express authorization of the Buyer in case it is necessary to subcontract part or all of the contracted Service(s);
- g) To provide, train and supervise its employees regarding the use of Personal Protection Equipment (PPE) and Collective Protection Equipment (CPE) approved by the MTE that are deemed necessary, in accordance with the risks existing at the place of provision of the Service(s);

- h) Comply with the Regulatory Norms related to Occupational Safety and Medicine issued by the Ministry of Labor, as well as the norms related to the environment, applicable to its activity and to the contracted Service(s), being also obliged to train its employees in this respect and to inspect their compulsory compliance and;
- i) To comply with the rules of the Anti-Corruption Act (Act 12.846/2013) and other rules that complement, regulate, supersede or change it, seeking to implement and/or improve its internal integrity programs.

6.2. Without prejudice to other responsibilities provided for by law, Buyer's obligations are:

- a) To make the payment for the Service(s) provided or the Product(s) supplied within the deadlines provided for in the Quotation(s)/Costs of Services;
- b) To reimburse any expenses for travel, meals, accommodation for the FANUC technical team when provided for in the Quotation(s)/Costs of Services or as otherwise established between the parties;
- c) To pay for all hours and expenses incurred by FANUC when necessary for the provision of the Service(s) to perform the onboarding or safety training;
- d) For the Equipment preventive maintenance Service(s): (i) to maintain the operating system, when the work begins, as assessed by FANUC and; (ii) schedule them at least thirty (30) days in advance or another term, subject to the availability of FANUC's technical team;
- e) To purchase any consumables necessary for the provision of the Service(s), such as: lubricants, batteries, upon quote provided by FANUC and, prior to the visit of the technician, to make them available at the time of the provision of the Service(s) and;
- f) Inform in writing any safety standard or internal conduct policy to be observed by FANUC at the location of the Service(s).

## **7. CONFIDENTIALITY**

7.1 The parties hereby undertake, by themselves, their officers, employees or contracted personnel, to maintain the most complete secrecy in relation to any and all information related to the activities of the other party and its subsidiaries or affiliates, of which they may become aware or have access due to the fulfillment of the Proposal, and cannot, under any pretense, use them for themselves, or disclose, reveal, reproduce them to third parties, nor may they inform third parties of them, being responsible, in case of breach of this obligation undertaken, for all losses and direct damages.

7.2. The confidentiality obligations, by the parties, their officers, employees and contracted personnel, shall survive the termination of the Proposal, for any reason, for a period of three (3) years.

## **8. INTELLECTUAL PROPERTY**

8.1. FANUC ensures that the supply of the equipment does not infringe any third party rights or patents.

8.2. FANUC undertakes to defend the Buyer from and against any action or claim, threatened or filed, under the allegation that the use or possession of the equipment and/or means applied/used in the provision of the service(s) by FANUC, or any part thereof, infringes the intellectual and/or industrial property rights of third parties, as well as indemnifying the Buyer for any losses, damages, costs, expenses and other liabilities (including, but not limited to, court costs and professional fees) incurred, or to which it has been sentenced as a result of or in relation to such actions or claims.



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## **9. DATA PROTECTION**

9.1. The parties undertake to fully respect and comply with the provisions of the Brazilian General Data Protection Law (Law No. 13.709/2018) with regard to the data of individuals who may become aware of or have access to due to the fulfillment of the object of the instrument, being responsible for the correct and due processing of data in a confidential manner, including the collection, use, processing and storage of said information.

9.2. The Parties undertake to carry out the processing of their data/information only for the purposes of this instrument and under the terms of the Privacy Laws.

9.3. The Parties declare that they use technical and administrative measures capable of protecting the data and information obtained as a result of this business, in order to protect them from unauthorized access and accidental or unlawful situations of destruction, loss, alteration, communication or dissemination.

## **10. GENERAL PROVISIONS**

10.1. The tolerance of either party not to take action against any default by the other party will not constitute a waiver of its right to do so at any time.

10.2. The obligations arising from this instrument or the Proposal are binding on the parties, their successors and assignees in any capacity.

10.3. The parties declare that none of their officers, employees, shareholders, representatives or agents, directly or indirectly, whether in commercial transactions with the private sector or the public sector, will offer, give or agree to offer or give (either personally or in agreement with others) any payment, gift or other advantage with respect to any matters that are subject hereto and that (i) violates any anti-corruption law or rule applicable to the parties, (ii) is intended to influence or reward, or influences or rewards, any person for acting in disagreement with an expectation of good faith, impartiality or trust, or that would be inappropriate to be accepted by the beneficiary, (iii) is given to a public official with the intention of influencing them to obtain or maintain an advantage in conducting any business or (iv) that a reasonable person would deem unethical, illegal or improper.

## **11. JURISDICTION**

11.1. The Central Court of the Capital of São Paulo shall be the only competent court to hear the legal actions and measures related to the interpretation and/or execution of these General Conditions and/or Proposal, excluding any other, however privileged it may be.