

## NSK BRASIL LTDA. TERMS AND CONDITIONS OF SALE

**1) Scope of the General Terms and Conditions:** These Terms and Conditions ("T&C") are an integral part of all quotations ("Quotations") and sales of products (the "Products") of NSK Brasil Ltda., registered with the CNPJ under N°. 71.917.181/0001-63, headquartered at Avenida Vereador João Batista Fitipaldi nº 66, Bairro Vila Maluf, CEP: 08.685-000, city of Suzano, State of São Paulo, Brazil ("NSK Brasil") to its customers ("Customers"), whether by electronic means or by other modalities expressly confirmed by NSK Brasil (in each case, the "Purchase Order"). When requesting / receiving a Quote, issuing a Purchase Order or making the purchase of Products, the Customer will be automatically adhering to the rules and conditions set forth in these T&C. Quotations requested by the Customer and/or sent by NSK Brasil, unless otherwise stated, will be valid for a period of 30 (thirty) days from the date of submission by NSK Brasil and will be subject to credit approval of the Customer by NSK Brasil, by their own criteria. The simple adherence to the T&C does not guarantee the purchase of the Products and the continuity of the commercial relationship between the Customer and NSK Brasil, which will depend on the analysis of each Purchase Order.

**2) Changes to the Terms and Conditions:** These T&C will apply to all sales of Products made by NSK Brasil to Customers. These T&C may undergo periodic changes, either for legal or strategic reasons exclusive to NSK Brasil. The Customer hereby agrees and acknowledges that, before requesting a Quotation or placing a Purchase Order, it is his sole and entire responsibility to periodically verify these T&C in the nsk.com.br domain or by direct request to NSK Brasil, by one of the available means of communication. Changes will only be accepted when expressly approved by NSK Brasil in writing. Without limiting the generality of any other provision of this paragraph, NSK Brasil agrees that Customer may use its own form of Purchase Order to order the Products from NSK Brasil, but none of the terms and conditions set forth in such Purchase Order other than the quantity and number specified in the Purchase Order shall apply to transactions between Customer and NSK Brasil. It is expressly forbidden to the Customer – under penalty of refusal of the request for Quotation or the Purchase Order sent – to change the conditions provided for in this T&C, or to add any additional rule to the negotiation involving the sale of Products between NSK Brasil and the Customer.

**3) Integrity and sovereignty:** These T&C supersede all negotiations, proposals, representations, commitments, understandings, sales quotations, sales offers, or prior agreements between the parties, whether written or oral, regarding the Quotation. Any other conditions or warranties made by any person, including employees or other agents of NSK Brasil that are inconsistent with these T&Cs shall have no validity or effect between the Parties. References to the word "including" herein shall be deemed to be followed by the phrase "without limitation," "but not limited to," or some similar provision. NSK Brasil, in its sole and exclusive discretion, may require the signature of additional documents by the Customer for the acceptance and continuity in the process of selling Products.

**4) Purchase Order:** Each Purchase Order or similar document that has as its purpose the purchase of Products, is subject to the approval and express acceptance of NSK Brasil in writing, as well as to the availability of the Products in the quantity required by the Customer. Once accepted by NSK Brasil, a Purchase Order constitutes a commitment to purchase the Products by the Customer, who may not cancel, change, or reschedule such order without the prior and express consent of NSK Brasil. Prior to approval, NSK Brasil reserves the right, at any time after receipt of a Purchase Order, to refuse this order for any reason, or to condition its approval on the receipt of additional information from the Customer or signature of other documents.

**5) Products manufacturing/sales discontinue and changes:** Except for the quantities that NSK Brasil has undertaken to provide to the Customer by virtue of a firm commitment (firm commitment means the unequivocal acceptance, in writing, of NSK Brasil in relation to the Quotation or Purchase Order sent by the Customer), NSK Brasil, without any charge, exempt from any obligation or liability of any kind, you may at any time (i) terminate the manufacture and/or sale of any Product; (ii) make design or engineering changes to any Product and to any NSK Brasil manufacturing process or method related to the Product; (iii) change or adopt new marketing and distribution policies related to the Products. In the case of Products intended for the automotive OEM market, NSK Brasil will be obliged to guarantee the supply to the aftermarket for a maximum period of 10 (ten) years, counted from the moment of the interruption of production. In this case, NSK Brasil and the Customer shall jointly decide the price and other conditions of sale of the Products within this period, by mutual agreement.

**6) Price:** All prices provided by NSK Brasil are based on the price in force on the date the Quotation is sent and analyzed. The Price Quotations are merely indicative and do not obligate NSK Brasil after the validity period of 30 (thirty) days or another that may be indicated. Even if within the validity period of the Quotation, the Purchase Order

will depend on the availability of the Products at the time of request by the Customer. After the issuance of a Quotation, NSK Brasil reserves the right to change the commercial conditions and prices in the following cases: (i) if between the time of issuance of the Quotation and the beginning of the production of the Products ("*start of production*" or "*SOP*") there have been variations in the costs of NSK Brasil, such as, but not limited to increased labor and the cost of inputs and components, as well as any change in delivery dates, quantities, or Product specifications; (ii) at any time, for any reason, prior to the acceptance of the Quotation and purchase order of the Products by the Customer. All Purchase Orders will be charged by NSK Brasil at the prices in force at the time of shipment, unless otherwise negotiated in writing between NSK Brasil and the Customer. **NSK BRAZIL SHALL, IN GOOD FAITH, ESTABLISH THE PRICE FOR EACH SHIPMENT OF PRODUCTS HEREUNDER IN ACCORDANCE WITH ITS PRICE LIST APPLICABLE ON THE DATE OF SHIPMENT. NEVERTHELESS, NSK BRAZIL MAY CHARGE THE CUSTOMER AN AMOUNT ABOVE THE PRICE LIST, IF THE COSTS AND EXPENSES OF NSK BRAZIL ARE CHANGED, FOR ANY REASON. THE CUSTOMER WILL PAY THE PRICE ESTABLISHED FOR EACH SHIPMENT.** Administrative and writing errors are subject to correction by NSK Brasil. Unless otherwise agreed between the parties or otherwise provided by law, the amount of any applicable tax, present or future, and/or any other charge, whether federal, state, or municipal on the production, sale, shipment, or use of Products provided by NSK Brasil shall be added to the final cost of the Products in accordance with applicable law. IF, IN THE PERIOD BETWEEN THE ACCEPTANCE OF THE QUOTATION AND THE DELIVERY OF THE PRODUCTS, THE CUSTOMER'S FINANCIAL CAPACITY UNDERGOES A CHANGE CAPABLE OF COMPROMISING OR MAKING DOUBTFUL THE FULFILLMENT OF ITS OBLIGATIONS, NSK BRASIL MAY SUSPEND THE DELIVERY OF THE PRODUCTS UNTIL A COMPLEMENTARY GUARANTEE IS PROVIDED TO PROTECT IT FROM FINANCIAL RISKS, OR REQUIRE THE ADVANCE PAYMENT OF THE PRICE. IF THESE CONDITIONS ARE NOT MET, AT THE SOLE DISCRETION OF NSK BRASIL, THE QUOTATION OR PURCHASE ORDER WILL BE CANCELED, IN WHOLE OR IN PART.

**7) Delivery Date: ALL SHIPPING OR DELIVERY DATES COMMUNICATED TO THE CUSTOMER ARE ONLY ESTIMATED DATES AND THESE ESTIMATED DATES MAY, FROM TIME TO TIME, BE CHANGED UPON THE NEED OF NSK BRAZIL AND/OR AS A CONSEQUENCE OF ANY EVENT THAT IS BEYOND ITS PREDICTABILITY OR CONTROL.** NSK Brasil shall not be liable for delays or non-compliance with any of NSK Brasil's obligations hereunder, including delays or failures in the delivery of Products resulting from (i) any unsubstantiated cause of intent on the part of NSK Brasil, including, but not limited to, labor disputes, strikes, industry disturbances, fires, weather conditions, earthquakes, floods, declared or undeclared wars, epidemics, pandemics, computer system failures, civil instability, protests, lack of supplies, transportation delays, legal, regulatory or governmental prohibitions; or (ii) Customer's actions or omissions, including, but not limited to, Customer's failure to promptly comply with agreed payment terms. The delivery time shall be rescheduled whenever necessary, including due to delays caused by the Customer, at which time a storage and rescheduling fee may be charged by NSK Brasil or third parties involved in the delivery process. In the event that the storage costs exceed the total value of the Products, NSK Brasil reserves the right to dispose of the Products in the manner that suits it.

**8) Delivery Acceptance:** If, for any reason, the delivery of the Products is carried out in a partial manner by NSK Brasil in relation to a Purchase Order, the Customer may not refuse to accept deliveries made in a partial manner, unless expressly agreed otherwise with NSK Brasil.

**9) Payment Conditions:** The Customer agrees to the payment terms contained in each Quotation and corresponding invoice sent by NSK Brasil to the Customer or otherwise confirmed, in writing, by NSK Brasil to the Customer. If the Customer does not comply with the payment terms set forth in any invoice, NSK Brasil reserves the right to charge, on the outstanding amount: (i) interest of 1% (one percent) per month; (ii) monetary adjustment by the IGPM/FGV, or another index that may replace it; (iii) a moratorium fine equivalent to 10% (ten percent) of the Price, unless another criterion is provided for in the Quotation; and (iv) compensation for losses and damages caused, including collection expenses and attorneys' fees. In addition to the above moratorium charges, NSK Brasil also reserves the right to postpone or stop future shipments of Products until late payments are made and/or until satisfactory guarantees of the Customer's credit are received, without prejudice to any other legal remedy. The suspension of the shipment of the Products also applies to cases in which the Customer presents indications of non-compliance with the financial obligations assumed, according to its credit profile, without prejudice to the right of NSK Brasil to demand full payment of maturing installments.

**10) Inspection:** All Products delivered by NSK Brasil and not claimed by the Customer within 10 (ten) days after delivery, will be considered tacitly accepted by the Customer. The lack of manifestation, in writing and sent to the address of NSK Brasil indicated in the preamble, within this period, will imply the waiver of the Customer's right to claim for any differences in the quantity and quality of the Products, as well as acceptance that the Products were delivered in accordance with the Purchase Order and the T&C. In manifesting within the mentioned period, the Customer shall keep the Products separate from the others and notify NSK Brasil, which will send a representative to evaluate them

and give the correct destination to the Products subject to the complaint. Once NSK Brazil has confirmed the non-conformities, NSK may repair the Products or replace them at its sole discretion. The Customer may not allow the repair of the Products by third parties not expressly authorized by NSK Brazil, under penalty of losing the warranty of the Products. The Customer may not dispose of the Products without authorization from NSK Brazil. Under no circumstances may the Products be returned to NSK Brazil without your prior and express authorization.

**11) Products Acceptance:** If the Customer accepts the Products provided for in these T&C, the Customer's acceptance will be final and irrevocable. If the Customer improperly rejects the Products delivered hereunder, or fails to make the payments due for the Products, NSK Brazil shall have the right, without prejudice to all other rights and remedies that may be available by law, in addition to receiving from the Customer the price of the Products, to reimburse any and all damages and losses that may be suffered by NSK Brazil as a result thereof, including third-party expenses. Customer is solely responsible for governmental approval or other approvals and certifications necessary for the use of the Products, and shall comply with all applicable laws, regulations and licenses, and obtain, at its own expense and responsibility, any governmental approvals necessary for the import, export or marketing of the Products.

**12) Freight and packaging:** The agreed freight must be provided for in the Quotation sent by NSK Brazil or in another document agreed in writing between the Parties. All Products will be packaged in the manner NSK Brazil deems appropriate to protect you against irregular handling, and additional costs may be charged for any special conditions requested by the Customer. All expenses and risks of loss or any damage caused in the transport of the goods, including the risks of loss during loading or unloading, shall be borne exclusively by the Customer.

**13) Transfer of ownership and risk: THE TRADITION AND THE TRANSFER OF THE PRODUCTS ARE CONSIDERED MADE AT THE TIME OF DELIVERY OF THE PRODUCTS BY NSK BRAZIL AT THE POINT OF DELIVERY PROVIDED FOR IN THE QUOTATION SENT TO THE CUSTOMER, ASSUMING THE CUSTOMER FROM THIS MOMENT ALL THE RISKS INHERENT TO THE PRODUCTS, SUCH AS LOSS AND DETERIORATION.** If the Products covered by these T&Cs are destroyed or damaged before tradition and transfer, the Parties shall negotiate a new delivery time for the Products that will replace them. This provision applies regardless of whether the Products are damaged by NSK Brazil's negligence or not. When the transport is contracted by NSK Brazil, on behalf and order of the Customer, the following conditions must be observed: (i) the transport will be carried out by the carriers selected by NSK Brazil, at the Customer's expense; (ii) NSK Brazil will deliver the Products to the carrier, properly packaged and packed in standard packaging; (iii) from delivery to the carrier, NSK Brazil shall be exempt from any liability for the Products; (iv) the contracting of insurance will be at the sole expense of the Customer; and (v) the delivery date will be estimated by the carrier and any delays cannot be attributed to NSK Brazil. The Product shall be deemed to have been delivered to the Customer on the date of its delivery to the carrier.

**14) Warranty:** Subject to the limitations of these T&Cs and, unless otherwise provided in a separate written warranty agreement signed by NSK Brazil and the Customer, NSK Brazil warrants to the Customer that the Products will conform to the specifications agreed between NSK Brazil and the Customer in writing and will be free of defects in their material and workmanship with the warranty period being one 1 ( a ) year from the date of delivery of the Product ("Warranty Period"). The replacement of a Product under warranty or the warranty repair of an allegedly defective Product does not have the effect of extending the Warranty Period. The warranty is only valid if the Customer notifies NSK Brazil in writing within thirty (30) days of the identification of any alleged non-conformity and the Products are returned to NSK Brazil for inspection and testing upon request for valid return authorization. The Customer shall, at its own expense, collect the Products claimed and return them to NSK Brazil at the place of delivery indicated by it. The Customer and NSK Brazil shall investigate the Products that have been found on the market in order to find the root cause of the non-conformity. Customer acknowledges and agrees that no employee, agent or other representative of NSK Brazil is authorized to make any representation or extend any warranty to the contrary or beyond set forth in these T&C, and that any attempt to do so will not bind NSK Brazil. NSK Brazil shall not be liable for any errors or omissions or for any loss or damage resulting from reliance on catalogs, brochures, price lists or other information provided to the Customer by NSK Brazil, including, but not limited to, descriptions, transportation specifications, technical advice, illustrations, representations regarding quality or capability (whether oral or written), or any other information, except as otherwise provided in these T&C. In no event or circumstance shall a third party other than the Customer have any right, title or interest to assert any right under this warranty. If there is a warranty agreement signed between the Customer and NSK Brazil and there is any conflict between the provisions of these T&C and the Warranty Agreement, the provisions of the latter shall prevail.

**15) Events not covered by the Warranty: NSK BRAZIL WILL NOT MAKE ANY WARRANTIES OTHER THAN THOSE EXPRESSLY STATED IN ITEM 14 ABOVE, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS AND WARRANTIES REGARDING MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER RELATED MATTER. THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER, AND THE**

OBLIGATIONS OF ANY KIND UNIQUE AND EXCLUSIVE OF NSK BRAZIL (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WITH RESPECT TO THE PRODUCTS ARE EXPRESSLY LIMITED TO REPAIRS OR REPLACEMENT, AT THE DISCRETION OF NSK BRAZIL, OF THE PRODUCTS, PROVIDED THAT, THE CUSTOMER HAS NOTIFIED NSK BRAZIL IN WRITING AND RETURNED THE PRODUCTS WITHIN THE PERIOD OF TIME SET FORTH IN ITEM 14 ABOVE, AND UNDER NO CIRCUMSTANCES AFTER THE EXPIRATION OF THE WARRANTY PERIOD. IF NO DEFECTS ARE FOUND IN THE PRODUCTS, THEY WILL BE RETURNED BY NSK BRAZIL TO THE CUSTOMER; IT IS UP TO THE CUSTOMER TO REIMBURSE ALL COSTS DIRECTLY AND INDIRECTLY SPENT BY NSK BRAZIL, INCLUDING, BUT NOT LIMITED TO, THE LABOR AND THIRD PARTIES INVOLVED IN THE DELIVERY AND COLLECTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NSK SHALL IN NO EVENT BE LIABLE UNDER THIS WARRANTY (I) FOR DEFECTS RESULTING FROM MISUSE, ACCIDENTS, WEAR, NEGLIGENCE OR IMPROPER STORAGE, HANDLING, INSTALLATION OR MAINTENANCE OF THE PRODUCTS, (II) IN ANY CASE WHERE THE PRODUCTS ARE DISASSEMBLED OR MODIFIED IN ANY WAY, (III) FOR DEFECTS RELATING TO ANY SPECIFICATIONS OR INSTRUCTIONS PROVIDED BY OR ON BEHALF OF THE CUSTOMER, (IV) FOR DEFECTS IN ANY WAY CAUSED BY THE CUSTOMER OR BY THIRD PARTIES, (V) FOR DEFECTS THAT SHOULD HAVE BEEN DISCOVERED BY THE CUSTOMER DURING ITS INSPECTION AND THAT WERE NOT REPORTED WITHIN 10 (TEN) DAYS AFTER DELIVERY OF THE PRODUCT, (VI) DEFECTS RELATED TO INTEGRATION, INTERACTION OR ASSEMBLY OF THE PRODUCT TO SYSTEMS, COMPONENTS OR OTHER PRODUCTS, (VII) DEFECTS RESULTING FROM DAMAGES OCCURRING AFTER THE DELIVERY OF THE PRODUCT BY NSK BRAZIL; (VIII) DEFECTS CAUSED DUE TO NON-OBSERVANCE OF THE INSTRUCTIONS FOR USE, PACKAGING AND CONSERVATION OF THE PRODUCTS; OR (IX) DEFECTS IDENTIFIED AFTER THE INSTALLATION OF THE PRODUCTS IN OTHER EQUIPMENT, VEHICLES OR MACHINERY, THE CHARACTERISTICS OF WHICH OF THE INSTALLATION SERVICES MAY INFLUENCE THE OPERATION OF THE PRODUCT.

16) Prohibition of use of the Products: THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS MAY NOT BE PURCHASED OR USED FOR ANY PURPOSE NOT AUTHORIZED BY LAW OR (AS DEFINED BELOW) AND SHALL NOT ALLOW OTHERS TO USE, AND SHALL TAKE STEPS TO PROHIBIT THE USE OF THE PRODUCTS FOR ANY UNAUTHORIZED PURPOSE. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO NSK BRAZIL FOR CUSTOMER'S VIOLATION OF THIS PROVISION, NSK BRAZIL SHALL HAVE NO OBLIGATION OR LIABILITY FOR OR WITH RESPECT TO ANY PRODUCT PURCHASED OR USED FOR ANY UNAUTHORIZED PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY UNAUTHORIZED PURPOSE OF ANY PRODUCTS SHALL RENDER ANY WARRANTY OF THE PRODUCT NULL AND VOID. UNAUTHORIZED PURPOSE IS DEFINED AS ANY OF THE FOLLOWING (WHETHER INDEPENDENTLY OR IN CONJUNCTION WITH ANY SYSTEMS, COMPONENTS OR OTHER PRODUCTS): (I) NUCLEAR PURPOSES, (II) USE IN ROCKET SYSTEMS, (III) USE IN CHEMICAL OR BIOLOGICAL WEAPONS, (IV) USE IN NUCLEAR MARINE PROPELLANTS, (V) USE IN FOREIGN VESSEL OR AIRCRAFT, (VI) USE IN MICROPROCESSORS OF ANY PURPOSE OR ANY "MILITARY UTILITY", (VII) USE IN UNMANNED MILITARY AERIAL VEHICLES, (VIII) USE IN MILITARY MISSILE OR ROCKET SYSTEMS, (IX) USE IN MILITARY ELECTRONIC AND INFORMATION SYSTEMS, (X) USE IN INTELLIGENCE, RECONSTRUCTION OR MILITARY INSPECTION, (XI) HIGH-RISK MEDICAL USE, (XII) USE IN ANY SITUATION CONTRARY TO CURRENT LEGISLATION. THE PREVIOUS LIST OF ACTIVITIES IS MERELY ILLUSTRATIVE, AND MAY BE ESTABLISHED BY NSK BRAZIL OTHER ACTIVITIES PROHIBITED AND UNDERSTOOD AS INAPPROPRIATE OR ILLEGAL, AT THE SOLE DISCRETION OF NSK BRAZIL AND / OR IN COMPLIANCE WITH RULES STIPULATED BY BRAZILIAN LEGISLATION OR COUNTRIES TO WHICH, BY THE NATURE OF THE SANCTION, NSK BRAZIL, IS SUBJECT.

17) Liability Limitation: IN NO EVENT SHALL NSK BRAZIL BE LIABLE FOR ANY CLAIM (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LOST PROFITS, WHETHER KNOWN OR NOT (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSSES), ARISING OUT OF THESE T&C OR THE PRODUCTS, ALTHOUGH NSK BRAZIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL NSK BRAZIL'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE RECEIVED BY NSK BRAZIL FROM THE CUSTOMER FOR THE PRODUCTS ON WHICH SUCH LIABILITY IS BASED, IF SUCH LIABILITY IS NOT BASED ON A SPECIFIC PRODUCT, THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO NSK BRAZIL IN RESPECT OF THE RESPECTIVE PURCHASE ORDER(S). THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY PROVIDED FOR IN THIS CLAUSE WERE ESSENTIAL IN FIXING THE PRICE OF THE PRODUCTS AND ARE REASONABLE TAKING INTO ACCOUNT, AMONG OTHER THINGS, THE NATURE OF THE PRODUCTS AND THE PURPOSE FOR WHICH THEY ARE INTENDED.



**18) Product Specification:** If the Customer requests that NSK Brasil manufacture Products according to the specification or design designated by the Customer, the Customer warrants that no patent, trademark or other intellectual or industrial property will be infringed as a result of the manufacture, sale or use of these products. The specification of the Product shall always be in writing and any change may only be implemented by written agreement between the Parties. The party proposing the change must bear the costs arising from it. If such changes impact the prices of the Products, Customer and NSK Brazil shall adjust prices accordingly. The Products covered by this clause or that, in any way, may be customized at the request of the Customer: (i) will not be subject to returns or refunds before NSK Brazil, and may be subject to limitations or non-existence of warranty; and (ii) shall be paid in full by the Customer even if they have not been received, for reasons not attributable to NSK Brasil.

**19) Intellectual Property:** All intellectual and industrial property and all rights related to the Products or services provided by NSK Brazil or otherwise contained in any item or documentation relating thereto, including, but not limited to, all designs, designs, know-how, specifications, inventions, developments, processes, copyrights, trade secrets, trademarks, patents, service marks, engineering details and other data and information, will be and shall remain the property of NSK Brazil. The Customer acknowledges that no license or right of any kind will be granted to it in the T&C hereof with respect to any intellectual or industrial property or any rights therein, other than the limited right to use the Products purchased from NSK Brazil. If one of the parties independently makes an invention, device or creation without (a) relying on any idea or creative expression of the other party in relation to the transactions between the parties, or (b) advice, assistance or cooperation of the other party for the materialization of any idea or creative expression, any patent rights, trademarks, copyrights or trademarks relating to such invention, device or creation, these shall be attributed to the party who made such invention, device or creation. If an invention, device or creation is jointly developed, the parties agree that ownership of the development, including, without limitation, the ownership and intellectual rights thereof, and control of the use of such development shall be governed by a common agreement which shall be mutually agreed between the parties. The parties agree to enter into a mutual agreement prior to any joint development of an invention, device or creation. In the absence of such an agreement, the development and rights arising therefrom shall be and remain the property of NSK Brasil.

**20) Infringement of Intellectual Property Rights:** the Client shall defend, indemnify and hold harmless NSK Brasil and its subsidiaries and their respective officers, directors, managers, employees and agents, from all amounts, costs, liabilities, losses, obligations, actions, damages, penalties, fines, interest and other expenses (including costs, expenses and attorneys' fees) that it may suffer or be required to pay as a result of, or arising out of (i) negligence, use, ownership, maintenance, transfer, transportation, sale or disposal of the Products by Customer; (ii) any infringement or alleged infringement of patent, trademark or other intellectual or industrial property rights of third parties, arising out of Customer's designs or specifications (including Customer's trademarks and trade names) or from the production, sale or use of the Products ordered by Customer; (iii) Customer's violation or alleged violation of any federal, state, or local laws, including, without limitation, laws and regulations governing the safety, labeling, and packaging of the Products, and labor practices; and (iv) Customer's breach of these instruments or the T&C of any invoice. Without prejudice to the other conditions of limitation and exclusion of liability provided for in the T&C, NSK Brasil shall not be liable for the infringement caused by any act not attributable to NSK Brasil, as follows: (a) any drawing, specification and instructions provided by the Customer, (b) any combination of the Products with the Customer's equipment, (c) any alteration or modification of the Products without the written authorization of NSK Brasil, (d) any method of using the Product not approved by NSK Australia, or (e) any other event for which NSK Australia is not responsible.

**20.1) Additional Responsibilities of the Customer:** The Customer undertakes to exempt NSK Brasil from any and all claims or judicial or extrajudicial disputes arising from the use of the Products. In the event of filing of judicial and/or administrative proceedings against NSK Brasil, in relation to any activities of the Client, initiated at any time, the Client undertakes to assume immediately responsibility for the obligations required or claimed in said processes, exempting NSK Brasil from any liability; NSK Brasil, in this case, may request the Client's summons to assume the passive pole in the litigation. The Client undertakes to reimburse NSK Brasil for all amounts demonstrably spent in such lawsuits or administrative proceedings, as well as to provide guarantee and/or advance payments to be made by NSK Brasil, due to any convictions.

**21) Volume tolerance:** NSK Brazil reserves the right to consider any Standard Parts Purchase Order completed if the final shipment is within 1% (one percent) of the total due. If NSK Brazil exceeds the shipment of standard parts, the Customer is not obliged to accept the excess. In Products that have specific sizes or that require special materials or tools, NSK Brazil reserves the right to consider any complete Purchase Order if the final shipment is within more or less 2% (two for) percent of the total order.

**22) Term:** This T&C comes into force on the date of adhesion by the Client (by one of the admitted forms), and will be valid for an indefinite period, for as long as the obligations of the Parties arising from the Quotation or Purchase Order issued last.

**23) Termination for cause:** NSK Brazil may, and reserves the right to, cancel or terminate this Agreement and any pending purchase orders sent by the Customer in the following cases: (i) Customer's breach of any provision of these T&C; (ii) non-payment by the Customer of the Products in accordance with the T&C of the respective invoice; (iii) if Customer's credit becomes unsatisfactory to NSK Brazil, in its sole and exclusive discretion, or (iv) any request by operation of law or other government agencies. The same right shall be reserved to the Customer except as provided for in item (ii). Upon completion of any open Purchase Order, as permitted above, Customer shall be responsible for and shall pay all costs of NSK Brazil for Products or parts, or materials thereof or related thereto (including but not limited to raw materials), which are produced, ordered or received by NSK Brazil in connection with such order prior to any such termination.

**24) Termination without cause:** The Parties are also entitled to terminate these T&C and Conditions and Purchase Orders whose execution has not yet been initiated, without reason and without the incidence of any liens or fine, upon prior written notice of at least ninety (90) days in advance. During the notice period, the provisions of this T&C and all obligations assumed by the Parties in the respective Purchase Order will remain in effect, including with respect to payment for the Products shipped. NSK Brazil, at its discretion, reserves the right to discontinue the supply of Products from the date of dispatch or receipt of the prior notice, automatically canceling the respective Purchase Order.

#### **25) Confidentiality:**

The parties undertake to maintain the utmost confidentiality with respect to any data, information, materials, products, systems, techniques, strategies, methods of operation, details, innovations, trade secrets, brands, creations, technical and commercial specifications of the other party, activities developed, among others, to which any of its partners, directors, professionals and / or agents may have access, knowledge or that may be entrusted to it by reason of the conclusion of this instrument and in the execution of the services, and not to reveal, reproduce, use or give knowledge, under any circumstances, to third parties, without the prior written authorization of the other party, as well as not to allow any of its partners, directors, professionals and / or agents to reveal, reproduce, use or give knowledge. All information contained in the Quotations, Purchase Orders and provided due to the sale of the Products, such as characteristics of the Products, prices, payment terms and others that are disclosed by NSK Brasil to the Customer, will be considered as confidential information for legal purposes and should not be disclosed by the Customer, under penalty of being liable for the losses and damages caused.

The Confidentiality Commitment provided for in this item is not applicable to information that (i) is previously known by the Parties and such fact is duly proven, (ii) has been obtained from third parties that are not bound by a corresponding duty of confidentiality, (iii) becomes public without the obligation of confidentiality assumed herein having been violated and/or (iv) is already in the public domain.

Unless otherwise provided for in a document signed between the parties, the obligations of secrecy and confidentiality provided for in this clause shall bind the parties during the term of this instrument and will continue in the event of its termination, regardless of the reason, for a period of 2 (two) years, and its disregard by either party, without the express written authorization of the other party, will enable the immediate termination of this instrument with the applicable penalties and without prejudice to the liability for the losses and damages demonstrably caused to the injured party and / or to third parties, and the criminal liability to which its administrators will respond.

**26) Protection of Personal Data:** The object of these T&C does not involve the processing of Personal Data, although it contains Personal Data of the signatories and of any contacts of the Parties, which are collected and stored for the exclusive purpose of allowing the execution of these T&C. Such data will be stored during the execution of the object of these T&C, and subsequently for the period designated in NSK Brasil's internal policies or in the law. The Parties are already responsible for complying with and responding to the provisions of the Brazilian legislation on privacy and protection of personal data (Law No. 13,709/18) and obliged to make any addition to these T&C if any processing of Personal Data is carried out within the scope of this contract.

**27) Anti-Corruption Law:** (a) The Client hereby declares that it is aware, knows and understands the terms of the Brazilian anti-corruption law or any other applicable in relation to the subject matter of this Agreement, in particular the Foreign Corrupt Practices Act, ("FCPA") of the United States of America ("Anti-Corruption Rules"), committing to refrain from any actions that constitute a violation of the provisions of such rules.

(b) The Client by itself, by its officers, directors, employees and agents, as well as its partners who may act on its behalf, undertakes to conduct its business practices, during the achievement of the commercial relationship between the Parties, in an ethical manner and in accordance with the applicable legal precepts. Neither the Client nor any of its directors, employees, agents or partners acting on its behalf, may offer, give or undertake to give to anyone, or accept or undertake to accept from anyone, either on its own account or through others, any payment, donation, compensation, financial or non-financial advantages or benefits of any kind that constitute illegal practice or corruption under the laws of any country, either directly or indirectly as to the subject matter of these T&C.

(c) Any breach of the Anti-Corruption laws by the Buyer, in any of its aspects, may give rise to the justified termination of the Purchase Order and this instrument, regardless of any notification.

**28) Sale to Third Parties:** Nothing in these T&C shall (a) prohibit or be deemed a prohibition of NSK Brazil from manufacturing or selling any Products (even if such Products have been specially requested by Customer or manufactured by NSK Brazil using the specifications provided by Customer) to any third party, or (b) limit NSK Brazil from manufacturing or providing other products or services, including, but not limited to, the use of equipment used by NSK Brazil for the manufacture or supply of any product to the Customer.

**29) Assignment:** These T&C bind and are used for the benefit of the Client and NSK Brasil and their respective successors and authorized assigns. The Client may not assign its rights and/or obligations under these T&C without the prior written consent of NSK Brasil. NSK Brasil may assign its interests and/or obligations under these T&C, to any person or entity that is a subsidiary of NSK Brasil, including, but not limited to, any person or entity that is owned or controlled, directly or indirectly, by a person or entity that owns or controls NSK Brasil, or that has a connection with the sale of virtually all of NSK Brasil's assets or businesses.

**30) Waiver:** All rights granted to NSK Brazil under this agreement shall be cumulative and additional, and not in lieu of any other rights of NSK Brazil, including, but not limited to, NSK Brasil's rights arising from law enforcement. NSK Brazil's waiver of any breach of any of the T&C and conditions set forth herein shall not be construed as a waiver of any other breach, and NSK Brazil's failure to comply with any right arising out of any Customer's failure shall not be deemed a waiver of this right, which may be exercised at any time thereafter.

**31) Nullities:** In the event that any of the T&C contained in this document is found to be invalid, illegal and/or unenforceable, neither the validity of the remaining part of the term nor the validity of any other term of this document shall be affected. If any competent authority finds that any provision of this instrument is invalid, illegal or unenforceable, the remaining provisions shall remain effective as long as the legal and economic substratum of the business is not materially affected by either party.

**32) Applicable legislation and jurisdiction:** The validity, effectiveness and execution of these T&C shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil. The Client irrevocably agrees and submits to the jurisdiction of the Court of the District of São Paulo, in any action, process or proceeding related to, or relating to any dispute between the Parties.

**33) Language:** In the case of any discrepancy between the meanings or wordings of any translated versions of this Agreement, the meaning and wording of the English version shall prevail.

**34)** For any questions or dealings related to T&C, the Customer may contact NSK Brasil through communication channels available on the [website](#) (chat and form).

**35)** The provisions contained herein, which by their nature are intended to prevail over any event of termination, cancellation or expiration, including, but not limited to, Items 9, 14, 16, 17, 18, 19, 20, 21, 23, 26-31, shall prevail over any event of termination, cancellation or expiration of these T&C or any Purchase Order.