

GENERAL CONTRACTING CONDITIONS MIDEA CARRIER GROUP

The following dispositions are part of the Private Instrument of General Contracting Conditions (the “General Conditions”) entered into by and between the following parties (jointly referred to as “Parties”, and individually, as “Party”), on the one hand, **SPRINGER CARRIER LTDA.**, a limited liability company headquartered at Rua Berto Círio, No. 521, Canoas (RS), enrolled with the National Register of Legal Entities CNPJ/ME No. 10.948.651/0001-61; **CLIMAZON INDUSTRIAL LTDA.**, a limited liability company headquartered at Avenida Torquato Tapajós, No. 7937, Lote B, Manaus (AM), enrolled with the National Register of Legal Entities CNPJ/ME No. 04.222.931/0001-95; and **MIDEA DO BRASIL - AR CONDICIONADO LTDA.**, a limited liability company headquartered at Rua Hans Dieter Schmidt, No. 2745, Bloco 02, Zona Industrial Norte, Joinville (SC), enrolled with the National Register of Legal Entities CNPJ/ME No. 09.115.657/0001-79, jointly referred to as “**MIDEA CARRIER**”; and, on the other hand, the “**COMPANY**”, duly indicated and qualified in the Private Instrument of Contract and/or Termination signed between the **COMPANY** and **MIDEA CARRIER**.

I) PURPOSE

The purpose of this instrument is to establish the general contracting conditions applicable to the contracts or terms of contract signed between **MIDEA CARRIER** and the **COMPANY**, including, without limitation, the following: (i) Product Purchase and Sale Agreement; (ii) Product Purchase and Sale Agreement with; (iii) Slow Moving Purchase and Sale Agreement; (iv) Agreement for the Supply of Production Materials; (v) Product Supply Agreement; (vi) Non-Residential Real Estate Lease Agreement; (vii) Movable Goods Lease Agreement; (viii) Lending Contract; (ix) Maintenance Services Agreement; (x) Commercial Representation Agreement; (xi) Term of Termination, or any contracting term with binding effect (individually, the “Contract”), which are subordinate to the specifics brought by each one of these particular instruments signed by and between the Parties.

II) CONTRACTUAL DOCUMENTATION

These General Conditions, alongside the Contract and its annexes signed between **MIDEA CARRIER** and the **COMPANY**, represent all documents signed between the Parties, for all purposes and effects.

In the event of any conflict or divergence between the provisions of the Contract and its annexes and these General Conditions, the terms established in the Contract and its annexes shall prevail, irrevocably and irreversibly.

III) GENERAL CONTRACTING CONDITIONS APPLICABLE TO ANY CONTRACT SIGNED BETWEEN MIDEA CARRIER AND THE COMPANY

CLAUSE ONE - PRICE AND PAYMENT METHOD

1.1. The price and payment terms shall be those stipulated in the respective Contract and its annexes.

1.2. In the event of a late payment of the price, the arrears amount shall be subject to (i) a two percent (2%) late payment penalty, (ii) a one percent (1%) default interest, calculated *pro rata die*, and (iii) monetary restatement using the General Price Index - Market, published by Fundação Getulio Vargas (the “IGP-M/FGV”), or any other monetary restatement index that may replace it.

1.3. If there is a change in tax legislation regarding (i) rate, (ii) calculation method, (iii) calculation basis, and/or (iv) form of payment of taxation on the object of the Contract, prices may be revised by mutual agreement between the Parties and provided that the legal requirements are duly complied with, by means of a contractual amendment, in order to reflect these changes.

1.4. In the event of the due date being on a Saturday, Sunday, or holiday, it shall be extended to the next subsequent business day, without, however, incurring any charge or burden on the debtor Party.

1.5. As for the form of payment, the agreed amounts may be paid by credit to the creditor Party's current account, on the due date established in the respective Contract and its annexes, by means of a bank deposit identified at the

Bank, Branch and Current Account.

1.5.1. It is the sole responsibility of the interested Party to inform the other Party, in writing and at least thirty (30) days in advance, of any change in its bank details.

1.6. If payment is made through a bank slip, the creditor Party shall send the bank collection document and the invoice(s) to the other Party to the address indicated in the preamble of the Contract at least ten (10) days before the due date.

1.6.1. The due period shall be extended in proportion to the delay in delivering these documents.

1.7. **MIDEA CARRIER**, at any time and at its sole discretion, may deduct from the payable amount the debts that the **COMPANY** may have with **MIDEA CARRIER**, arising from any other transactions and/or mandatory relations, such as, but not limited to, the labor, tax, and social security responsibilities of the **COMPANY**, and which are imputed to **MIDEA CARRIER**.

CLAUSE TWO - OBLIGATIONS OF THE PARTIES

2.1. The obligations of both Parties, as contracted parties, in addition to others provided for in the General Conditions, are:

- (a) Operate as a complete and independent organization, providing all the material, skilled labor, and tools necessary for the execution of the object of the Contract;
- (b) Plan, conduct and execute the object of the Contract in full compliance with the provisions and specifications of these General Conditions, the Contract, its annexes, and legal determinations;
- (c) Provide, during the term of the Contract and warranty, if applicable, within a maximum period of forty-eight (48) hours from the receipt of written request from the contracting Party in this regard, the clarifications and technical information that may be requested by the latter on the progress of the Agreement;
- (d) Commit and ensure faithful and regular fulfillment of the Contract;
- (e) Have facilities, equipment, adequate knowledge, in addition to experience and competent personnel to satisfactorily carry out their obligations under the Contract;
- (f) Have all necessary authorizations, licenses, permits or qualifications in force for operation, as the case may be, issued by the competent authorities, including any specific authorizations required in accordance with its corporate purpose;
- (g) Take full responsibility for the contracting of third parties, preventing, in any way, that such responsibility is imputed to the contracting Party;
- (h) Strictly observe all legal provisions with regard to its employees and/or representatives, including with regard to labor and social security legislation, as well as regularly carry out payments of wages and benefits, being considered, for all purposes and effects, as the sole employer, being exclusively responsible for its employees, establishing and supervising the disciplinary rules and those arising from the employment contract maintained with them;
- (i) Inform the contracting Party, periodically and in writing, about the progress of the Contract, as the activities are carried out; and,
- (j) Be responsible for the adequacy of the contracted services and/or the products provided, being obliged to repair, redo and/or replace, within the warranty period provided for in the Contract and its annexes, all defects, errors, failures, omissions and/or any other irregularities verified due to failure to comply with the contracted specifications.

2.2. The **COMPANY** has the following exclusive obligations, as a contracted party, in addition to others provided for in these General Conditions:

- (a) Comply, before, during and after the validity of the respective Contract, the quality standards imposed by the Brazilian legislation, as well as those provided for in the **MIDEA CARRIER** Quality Manual, with which it has irrevocably and irreversibly agreed, obliging itself to act in accordance with its principles and values;

- (b) Make its employees comply with **MIDEA CARRIER**'s regulatory and disciplinary rules, without exceptions;
- (c) Be responsible for all acts and/or omissions of its employees and/or representatives, at any time and place, unconditionally, which, directly or indirectly, may affect **MIDEA CARRIER**, whether materially or morally;
- (d) Take full responsibility for the transport of materials, labor and/or tools necessary for the performance of the object of the Contract, exempting **MIDEA CARRIER** from any lawsuits and administrative procedures involving damages occurred in the itinerary;
- (e) Be responsible, without charge to **MIDEA CARRIER**, for the supply of all additional material necessary and indispensable for the performance of the object of the Contract (including parts and pieces), within the conditions specified in the Contract, that has not been initially included due to omission or failure in the planning of the **COMPANY**;
- (f) Bear the expenses resulting from the hiring of a third party to perform any reworks, on the part of **MIDEA CARRIER**, in case the **COMPANY** does not comply with a request for rework within the maximum period stipulated in the Contract;
- (g) Prove, when requested by **MIDEA CARRIER**, the qualification of professionals allocated to the performance of the object of the Contract, as well as the conformity of such professionals with the current technical standards, through technical opinions based on scientific tests and analyzes;
- (h) Prove, whenever requested by **MIDEA CARRIER**, the quality of the goods (including parts and pieces) supplied, when applicable, as well as its compliance with any current technical standards, through technical opinions based on scientific tests and analyzes;
- (i) Prove to **MIDEA CARRIER**, within up to fifteen (15) days after the respective payment, regularity with payment of social charges levied on the payroll, by presenting a copy of the receipts of FGTS (pension fund), GPS (Brazilian security social charges), DARF's (federal income collection document) of income tax withheld at source and others that affect or shall affect the activities that are the object of the Contract, regardless of **MIDEA CARRIER**'s request; and,
- (j) Provide **MIDEA CARRIER**, whenever requested by it, within a maximum period of five (5) working days from the request, with the following documents referring to its employees that directly participate in the activities object of the Contract:
 - (1) Copy of the employment contract signed between the **COMPANY** and its employees;
 - (2) Copy of individual forms for payment of social security charges (INSS, FGTS individualized form with total GR and individualized RE); and,
 - (3) Copy of timecards or attendance reports.
- (i) Ensure to **MIDEA CARRIER** the right to assess, at any time, at intervals that may suit it, the quality of services provided by the **COMPANY**, observing the following points: (i) technical quality; (ii) time of accomplishment and fulfillment of the schedule, if any; and (iii) profile of professionals allocated to carry out the activities.

2.3. The obligations of both Parties, as contracting parties, are in addition to others provided for in the Contract and its annexes:

- (a) To inform the contracted Party of the data necessary for performance of the object of the Contract;
- (b) To pay, in the form and within the period stipulated in the Contract, the amounts due to the contracted Party for the performance of the contracted activities.

CLAUSE THREE - GUARANTEES

3.1. The contracted Party shall offer a guarantee for the period provided for in the Contracts, in relation to the services and/or goods provided and/or supplied by it, so that any flaws in quantity and/or quality, understood as those that make the products and/or services unsuitable for the purpose for which they are intended, provided that it is communicated in writing by the contracting Party within the period stipulated in the Contract, shall be remedied by replacing the damaged products or part(s), or by redoing the work developed, as the case may be.

3.1.1. For the replacement or exchange of the defective part(s), including within the warranty period, **MIDEA CARRIER**, as a contracting Party, shall not be responsible for the costs of freight, labor, or any others necessary for replacement of the defective component(s). The expenses, in this case, shall all be borne by the

COMPANY.

3.1.2. The **COMPANY** shall reimburse **MIDEA CARRIER** within a maximum period of thirty (30) days after proof of the expenses incurred by it, due to the replacement or return of merchandise (including parts and pieces) for failure or malfunction.

3.2. The **COMPANY** shall be responsible for any damages and/or losses that may be caused to the assets owned by **MIDEA CARRIER** or third parties, and/or to the people that are, or not, part of its staff, as a result of the performance of the object of the Contract, as well as due to defect in services and/or goods (including parts and pieces) provided and/or supplied by it.

CLAUSE FOUR - INTELLECTUAL PROPERTY

4.1. The contracted Party declares and warrants for all purposes that the object of the respective Contract does not violate any third-party rights, including, but not limited to, copyright, trademark, image, sound, industrial design, know how, or any other rights that may be legally protected.

4.1.1. In the event that **MIDEA CARRIER** is sentenced to pay indemnities due to the failure of the **COMPANY** to comply with the aforementioned rights or laws, it may withhold payments due to the **COMPANY**, up to the debt limit. In case there are no financial pending matters between **MIDEA CARRIER** and the **COMPANY**, the latter must pay the amounts (principal and accessories) to which the first one has been sentenced, until the debt maturity date, under penalty of a fine of fifty percent (50%) of the debt amount, in addition to default interest of one percent (1%) per month *pro rata die*, and monetary restatement as per IGP-M/FGV or any other monetary restatement index that may replace it.

4.2. All plans, discoveries and improvements (jointly the "Inventions"), whether patentable or not, made or idealized by the **COMPANY** in the performance of the Contract, individually or together with others, from the beginning of the term of the Contract and for the term of one (1) year after its termination, must be immediately disclosed in writing and transferred to **MIDEA CARRIER**, which shall have sole and exclusive ownership of such Inventions, under the terms of Article 88 combined with 92 of Statute No. 9279/96.

4.3. The **COMPANY** hereby acknowledges, in an exclusive, general, definitive, irrevocable and irreversible manner, that all industrial property rights (trademarks, invention patents, utility model patents and industrial designs), software rights, copyrights and other intellectual property rights relating to any creations, inventions, projects, sketches, planning, strategy, product development, scientific, artistic or literary work, drawings, logos, music, photographs, illustrations, advertising, texts, lectures, seminars, classes, workshops, training, interviews, reports and any others that may be created and developed by the **COMPANY**, in the course of this agreement, or with the use of resources, data, means, materials, facilities or equipment of **MIDEA CARRIER**, exclusively belong to **MIDEA CARRIER**.

4.3.1. The **COMPANY** acknowledges that there is no kind of limitation of intellectual property rights, in particular, regarding the form of exploitation, dissemination and reproduction systems and the number of copies.

4.4. The **COMPANY** irrevocably and irreversibly declares that no additional payments shall be due regarding any intellectual property rights created and developed in the context of the commercial relationship between the Parties, therefore having no claim against **MIDEA CARRIER**, at any time due to the use of such intellectual property rights.

4.5. The **COMPANY** shall not adopt, use and/or disclose any name, firm and/or other designation that includes, makes reference to or associates with **MIDEA CARRIER**, as well as to its trademarks and/or logo, whether partially or totally, without prior and express written authorization from **MIDEA CARRIER**, nor shall it incorporate in its brands any designation that may, eventually, cause confusion with the **MIDEA CARRIER** brand, or convey the idea that they are the same entity.

4.6. The **COMPANY** authorizes **MIDEA CARRIER** to use, free of charge, the name and logo of the **COMPANY** for purposes of disclosing the commercial portfolio of **MIDEA CARRIER**

CLAUSE FIVE - ACT OF GOD AND FORCE MAJEURE

5.1. The Parties shall not be held responsible for any delays in their respective obligations that arise from situations considered as "Acts of God" or "Force Majeure", under the terms of Art. 393 of Law No. 10406, of January 10, 2002 (the "Civil Code").

5.2. In the event of an "Act of God" or "Force Majeure" configuration, the Party shall immediately communicate the fact to the other Party, in writing, under penalty of liability for losses and damages, provided they are duly proven.

5.3. If the object of the Contract is not fulfilled by the **COMPANY**, whether totally or partially, due to the occurrence of the events considered as "Act of God" or "Force Majeure", **MIDEA CARRIER** may, at its free and exclusive discretion, without any kind of burden, terminate the Contract.

CLAUSE SIX - RIGHT OF RECOURSE

6.1. **MIDEA CARRIER** is guaranteed the right of recourse in relation to the **COMPANY** in the event of fault or intent of the **COMPANY**, or even for any amount occasionally paid due to joint or several liability to the public administration or third parties, acknowledged by court or by any other administrative bodies, regardless of any notice or prior notification.

6.1.1. Any reimbursements arising from the aforementioned right of recourse must be made by the **COMPANY** to **MIDEA CARRIER** within a maximum period of seventy-two (72) hours after written notification sent from **MIDEA CARRIER** to the **COMPANY**, being that the **COMPANY** shall be deemed in arrears after such period for all legal purposes, with the provisions of Clause 1.2. above falling upon the overdue debt.

CLAUSE SEVEN - TERMINATION OF THE CONTRACT

7.1. The Contract shall be considered immediately terminated, regardless of any judicial or extrajudicial notification, upon the occurrence of one of the following events:

- (a) In case of liquidation, judicial or extrajudicial recovery or bankruptcy of any of the Parties, whether requested, ratified, or sentenced, as well as in the event of falling under the circumstances of Article 94, of Law No. 11101/05;
- (b) Proven acts of negligence, recklessness or malpractice of the **COMPANY** in the organization, administration or performance of the object of the Contract, being certain that in this case the **COMPANY** shall not be entitled to any indemnity or reimbursement;
- (c) Partial or total transfer of rights and/or obligations of the Contract to third parties, without authorization, in writing, by **MIDEA CARRIER**;
- (d) Dissolution of the company, amendments to the By-Laws or modification of the purpose or structure of the **COMPANY**, which impairs the performance of the object of the Contract; and/or,
- (e) Failure to comply with any of the contractual obligations provided for in the Contract; except if, after duly notified in writing, the offending Party remedies the failure within ten (10) days from receipt of the aforementioned notification, without prejudice to the payment of a contractual fine.

7.2. Without prejudice to the provisions of the Contract, the Parties may terminate the Contract at any time, without any burden or indemnity for that reason, by means of simple written communication to the other Party, at least thirty (30) days in advance, without prejudice to any payments due up to that date.

7.3. In any event of termination of contract due to the **COMPANY**'s fault, **MIDEA CARRIER** shall be entitled to a termination fine in the amount of ten percent (10%) on the total value of the Contract, updated and restated until the date of termination.

7.3.1. The Parties establish that the aforementioned termination fine does not constitute remedy for losses and damages and, therefore, does not exclude the **COMPANY**'s obligation to indemnify related to any civil and/or criminal liabilities arising from the breach of any obligations undertaken in the Contract.

7.3.2. Upon termination of the Contract on initiative of the **COMPANY**, the payment, in whole or in part, of the termination fine may occur through compensation or reduction, by **MIDEA CARRIER**, of the amounts occasionally due to the **COMPANY**.

CLAUSE EIGHT - PENALTIES

8.1. Penalties resulting from default, on the part of **MIDEA CARRIER**, of any of the clauses of the Contract, its Annexes, or these General Conditions, regardless of any judicial or extrajudicial interpellation, may not exceed an amount equivalent to ten percent (10%) of the total value of the Contract.

CLAUSE NINE - INDEMNIFICATIONS

9.1. Under no circumstances shall **MIDEA CARRIER** be liable to third parties. Likewise, **MIDEA CARRIER** shall not be liable to the **COMPANY** for any kind of indemnity or compensation for indirect damages and/or for any amount that the **COMPANY** has failed to profit (loss of profits), under any grounds or theory, including loss of chance or loss of opportunity. Therefore, when these General Conditions and/or the respective Contract and its annexes mention the possibility of indemnification for any losses and damages, it shall be understood that **MIDEA CARRIER** should only repair any (material and moral) emerging damages, that is, any direct losses proven to be suffered by the **COMPANY**.

9.2. If **MIDEA CARRIER**'s liability is properly demonstrated and the damage borne by the **COMPANY** is proven, such indemnity to be paid by **MIDEA CARRIER** cannot exceed an amount corresponding to twenty percent (20%) of the total value of the Contract or the annual value of the Contract, whichever is less.

CLAUSE TEN - SOCIAL AND ENVIRONMENTAL LIABILITY

10.1. The Parties declare for all purposes that they adopt politically, socially, and environmentally responsible conduct, and as a result of this, they undertake:

- (a) Not to use illegal labor, and not to employ labor practices similar to slavery, or child labor, except the latter as an apprentice, subject to the provisions of the Consolidation of Labor Laws;
- (b) Not to employ minors under eighteen (18) years old, including apprentices, in places that are harmful to their education, physical, psychological, moral, and social development, as well as in dangerous or insalubrious places and services, at times that do not allow them to attend school and, also, at night, which is the period comprised from 10 p.m. to 5 a.m.;
- (c) Not to use negative discrimination practices and limit access to the employment relationship or its maintenance, such as, but not limited to, for reason of gender, origin, race, color, physical condition, religion, marital status, age, family situation or pregnant state; and,
- (d) To protect and preserve the environment, as well as prevent and eradicate harmful practices to the environment, performing its services in compliance with the legislation in force with respect to the National Policy on the Environment and Environmental Crimes, as well as legal, regulatory, and administrative acts related to the environmental and related areas, emanated from the federal, state, and municipal spheres.

CLAUSE ELEVEN - ANTI-CORRUPTION RULES

11.1. The **COMPANY** declares its full acknowledgment of the terms and consequences arising from Law No. 12846, of August 1, 2013, and respective Decree No. 8420, of March 18, 2015 (the "Anti-corruption Law"), and undertakes to comply and enforce, by its partners, shareholders, employees, representatives or eventual subcontractors, the provisions of the Anti-Corruption Law.

11.2. The **COMPANY** is exclusively and fully responsible for any act of its own, of its partners, shareholders, employees, representatives, or any subcontractors, which fits into any of the conducts defined as harmful to the public administration by the Anti-corruption Law and undertakes to (i) avoid any liabilities arising from its actions to be attributed to **MIDEA CARRIER**, and to (ii) reimburse any losses and damages arising from noncompliance with this Clause, in benefit of **MIDEA CARRIER**.

CLAUSE TWELVE - DATA PROTECTION

12.1. The **COMPANY** undertakes complying, in full, with the terms of Law No. 13709, of August 14, 2018 (the "LGPD"), including, but not limited to, the processing of personal data, with which it shall treat with extreme cautious and confidentiality, safeguarding it, maintaining and establishing appropriate safety, technical and administrative measures, capable of protecting personal data from unauthorized access, and from accidental or illegal situations, such as destruction, loss, alteration, communication, dissemination or any form of improper, undue or illicit treatment, constantly observing the principles of purpose, adequacy, security, necessity, free access, quality, transparency, prevention, non-discrimination and accountability in relation to the personal data exchanged between the Parties.

12.1.1. In case of failure to comply with any provisions of the LGPD, either through verification by the National Data Protection Authority (the "ANPD") or by verification by **MIDEA CARRIER**, in accordance with its own analysis criteria, the **COMPANY** undertakes, at its expenses, paying any and all fines, complying with the sanction determined by the ANPD, and being solely responsible for any implication, whether directly or indirectly, suffered by **MIDEA CARRIER** or by any third parties related to it, regardless of **MIDEA CARRIER**'s right to claim for damages.

12.1.2. The obligations provided for in this Clause shall remain in effect until the end of the Contract, and for two (2) years after the end of the Contract, or in an alternative term established by the ANPD. Failure to comply with any provision of the Contract does not, in any case, exempt the obligation to comply with the obligations contained in this Clause.

CLAUSE THIRTEEN - MIDEA CARRIER CODE OF ETHICS

13.1. The **COMPANY** declares, in an irrevocable and irreversible manner, that it has read and understood the terms of **MIDEA CARRIER** Code of Ethics and Conduct (the "Code"), committing itself to follow the conduct premises provided by the Code, and being liable, including in relation to their representatives, in the civil, criminal, environmental and/or criminal spheres, for any acts in disagreement with the Code, as made available through the link: <https://www.mideacarrier.com.br/assets/pdf/MideaCarrierCodigoPortuques.pdf>.

CLAUSE FOURTEEN - LABOR RESPONSIBILITY

14.1. The Parties agree that the Contract does not establish any employment relationship between them, their representatives, and employees ("Employees"), with the **COMPANY** being solely and fully responsible for all remuneration and charges of a labor nature, as well as any tax, parafiscal, social security, social, insurance liabilities, and any other sums due by law to its Employees, as well as reimbursement of expenses and any other costs related to its Employees.

14.2. It is sole and integral responsibility of the **COMPANY** to honor the payment of salaries and other labor rights of its Employees, including any social security charges, as well as any and all legal obligations arising from the Contract, and must prove, whenever requested by **MIDEA CARRIER**, the payment of such obligations, within a maximum period of five (5) days. The **COMPANY** must file and store proof of payment of the obligations provided for herein for a period of up to two (2) years from the termination of any Employee that may have provided services in favor of



MIDEA CARRIER as a result of the Contract.

14.3. In the event that **MIDEA CARRIER** is notified to appear as a party in a lawsuit of any nature, including labor actions, filed by an Employee of the **COMPANY**, **MIDEA CARRIER** must promptly inform the **COMPANY** in writing, which must promptly request the exclusion of **MIDEA CARRIER** from the dispute.

14.4. In the event that the exclusion of **MIDEA CARRIER** from the dispute is not possible, the **COMPANY** must appoint a lawyer of its trust to pursue the complaint on behalf of **MIDEA CARRIER** or pay the amounts that **MIDEA CARRIER** may have spent on hiring its own legal counsel. In any case, the **COMPANY** shall be fully responsible for the amount determined in the enforcement of a labor lawsuit or the amount due by **MIDEA CARRIER** to the claimant as a result from the formalization of an agreement. The **COMPANY** also undertakes to fully bear the costs of the proceedings and attorneys' fees.

14.5. The **COMPANY** is also fully responsible for all personal and material damages that its employees may cause to **MIDEA CARRIER** or to third parties, due to fault or intent.

CLAUSE FIFTEEN - CONFIDENTIALITY

15.1. All information, of any kind and nature provided by **MIDEA CARRIER** to the **COMPANY**, or which in any way has been obtained by the **COMPANY** as a direct or indirect consequence of the Contract, including, without limitation, information regarding the business of **MIDEA CARRIER**, its business plans, its cost structure, its client portfolio, potential customers, its investors, its marketing activities or any other internal matters of **MIDEA CARRIER** (collectively referred to as "Confidential Information") shall remain sole property of **MIDEA CARRIER**.

15.2. The **COMPANY** shall keep all Confidential Information in secrecy during the term of the Contract, and for an additional period of five (5) years after its termination and shall not, under any circumstances, use or disclose such Confidential Information.

15.3. The confidentiality provided for in these General Conditions shall not apply to any Confidential Information that:

- (a) Has been made public at the time it has been transferred to the **COMPANY**, or has been made public subsequently, without fault of the **COMPANY**; or
- (b) Is, by law, in the possession of the **COMPANY**, before being supplied to it, and is, therefore, not subject to any applicable restrictions with respect to its disclosure or use; or
- (c) Has become legally known to the **COMPANY**, without restrictions on disclosure or use, through a source other than **MIDEA CARRIER**.

15.4. The provision of Confidential Information to judicial authorities, upon request by means of court order, shall not be considered an infringement of the duty of confidentiality set forth herein.

15.5. The **COMPANY**, when requested by **MIDEA CARRIER** and/or upon termination or rescission of the Contract, whichever occurs first, shall return the Confidential Information to **MIDEA CARRIER**, or immediately destroy it, substantiating such destruction in writing.

15.6. The **COMPANY** agrees and admits that failure to comply with the confidentiality agreed herein shall cause losses to **MIDEA CARRIER**, and the **COMPANY** may be held liable in the civil and criminal sphere for any damages caused to **MIDEA CARRIER** and/or third parties due to breach of confidentiality and secrecy to which it is bound.

CLAUSE SIXTEEN - COMMUNICATIONS AND NOTIFICATIONS

16.1. Any notice, notification, request, or communication existing between the Parties regarding the Contract must be made in writing, and sent to the address, fax number and/or email indicated in the preamble of the Contract.

16.1.1. If either Party changes any of the data described above, the Party that makes such change shall promptly inform the other in writing, within a maximum period of seven (7) days from the change, under penalty of the communication sent in accordance with the declined information being considered valid even for the

purposes of service of summons, notification and/or subpoena relating to administrative or judicial acts.

16.2. The Parties acknowledge the evidential validity of communications and electronic documents for all purposes and effects, provided that they are accompanied by the respective receipt protocol given by the other Party.

CLAUSE SEVENTEEN - GENERAL PROVISIONS

17.1. These General Conditions, the respective Contract and its annexes are entered into in an irrevocable and irreversible manner, binding not only the Parties, but also their successors in any capacity, and may only be altered or modified in writing, upon consensus of both Parties.

17.2. The assignment, in whole or in part, to third parties of the rights and obligations arising from the Contract shall depend on the express authorization of **MIDEA CARRIER**, in writing, under penalty of termination of the Contract, regardless of judicial or extrajudicial notification.

17.3. The **COMPANY** may not subcontract the object of the Contract, in whole or in part, without prior written authorization from **MIDEA CARRIER**. Notwithstanding such approval, the **COMPANY** shall continue to be sole and exclusive responsible before **MIDEA CARRIER** under the terms of the Contract.

17.4. Any attitudes of tolerance and/or flexibility by either Party regarding any clauses or conditions agreed herein shall not be considered as amendment, renounce, novation or waiver of these rights and obligations, which shall remain intact for all purposes and effects of law.

17.5. The nullity of any provisions and/or clauses of these General Conditions shall only affect the respective clause, which shall be considered null and void, being that such defect shall not extend to the other provisions and/or clauses set forth herein, which shall remain fully valid and effective for all the purposes and effects of law.

17.6. The Parties declare that these General Conditions and/or Contract do not generate, among themselves, any type of associative, corporate, labor and/or social security bonds, so that both Parties remain fully and independently responsible for their legal and contractual obligations. The Parties further declare that they shall not create and/or undertake any obligations on behalf of each other, nor shall they declare to have the authority to do so, except as expressly provided in the General Conditions and by law.

17.7. The Parties shall use their best efforts to settle any dispute related to the Contract, its annexes, or the General Conditions. Should any demand or dispute arise, one of the Parties may notify the other of its intention to reach a resolution within thirty (30) days from the notification, through negotiations in good faith.

17.8. The titles of the clauses herein are inserted for convenience and liberality and do not affect, in any way, the meaning or interpretation of any provisions of these General Conditions, so any inconsistency between the title and the content of the provisions should not be interpreted so as to deprive them of their validity.

CLAUSE EIGHTEEN - APPLICABLE LAW AND JURISDICTION

18.1. The present General Conditions shall be governed and interpreted in accordance with the laws of the Federative Republic of Brazil.

18.2. The Parties elect the central forum of the District of São Paulo, State of São Paulo, as the only one competent to hear and resolve any issues or propose measures that may arise from these General Conditions, with the express waiver of any other, however privileged they might be.

IV) EXCLUSIVE CONDITIONS TO COMMERCIAL REPRESENTATION CONTRACTS CLAUSE ONE -

OBLIGATIONS

1.1. The following are the obligations of **MIDEA CARRIER**, as a represented company, in addition to others provided for in these General Conditions:

- (a) Make available to the **COMPANY** the information related to prices of the products that are object of representation, in addition to those necessary for proper filling and processing of orders. In addition, keep it informed of any changes in sales procedures and also provide commercial brochures for the products covered by the Contract;
- (b) Manifest itself within a period of up to thirty (30) days, counted from the date of receipt of the proposal or sales order sent by the **COMPANY**, regarding acceptance or not of the deal, provided that the necessary requirements are met;
- (c) Provide, at its discretion, technical and commercial specifications of the represented products, which it deems relevant to the interests of both buyers and the **COMPANY**; and,
- (d) Visit the premises of the head office/branches of the **COMPANY**, as well as accompany it in visits to customers or even making such visits without the presence or authorization of the **COMPANY**.

1.2. The obligations of the **COMPANY**, as a representative, in addition to others provided for in these General Conditions, are the following:

- (a) Observe the pricing policy, terms and other business conditions determined by **MIDEA CARRIER**, always in its most current terms, when carrying out business intermediation with clients;
- (b) Prospect, develop and manage new customers that show interest in purchasing the products sold by **MIDEA CARRIER**;
- (c) Provide **MIDEA CARRIER** with the client's registration references, when requested by it;
- (d) Professionally register its entire set of employees, as well as keep all its labor, tax and social security obligations regularized;
- (e) Provide **MIDEA CARRIER** on a monthly basis, until the fifth (5th) business day or whenever requested, with all the documents proving the **COMPANY** is in full compliance with the rights and obligations applicable to commercial representatives, and that the **COMPANY** is up to date with their tax and labor obligations before CORE - Regional Council of Representatives;
- (f) Not to produce or represent products that compete, whether directly or indirectly, with the product object of the Commercial Representation Contract, either during the term of the Contract, or for a period of up to sixty (60) days after its termination;
- (g) Provide on a quarterly basis, or whenever requested by **MIDEA CARRIER**, within five (5) business days, reports containing market estimates, sales forecast, negotiations in progress, clients contacted, orders received, sales completed, trade status in general, receptivity of the products sold, other issues related to the sale of the product and technical-commercial suggestions;
- (h) Cover any and all expenses that are necessary for fulfillment of its obligations when performing the Contract;
- (i) Notify **MIDEA CARRIER** in advance of any changes that may occur in its commercial activities, ownership, control and/or administration;
- (j) Keep **MIDEA CARRIER** informed about any potential markets for the products covered by the Contract, on a monthly basis or when requested by it;
- (k) Assist in the development and implementation of sales plans and action plans for sales programs in its area of operation;
- (l) Assist the employees of **MIDEA CARRIER** during their visits to the area of operation;
- (m) Act in a way that does not denigrate the image and reputation of **MIDEA CARRIER** before its clients;
- (n) Visit all existing and registered clients in its area of operation on a monthly basis;
- (o) Inform **MIDEA CARRIER** of the occurrence of breach of its property rights, trademarks, and patents;
- (p) Provide **MIDEA CARRIER**, up to the last day of January of each year, with updated registration documents, as follows:
 - (1) Simplified certificate from the Board of Trade; Registration with CORE;
 - (2) Negative Certificates, of the company and its partners, of the Protest, Civil and Criminal Notaries issued by the Competent Forums; and,
 - (3) Balance sheet for the previous year.

1.3. THE **COMPANY**, as a commercial representative, is not allowed to:

- (a) Create obligations or contract on behalf of **MIDEA CARRIER**;
- (b) Charge amounts or give receipts of amounts owed to **MIDEA CARRIER**, except for those cases in which

MIDEA CARRIER requests in writing to the **COMPANY** to do so;

(c) Change the conditions of proposals, grant discounts or benefits without prior

and express written authorization from **MIDEA CARRIER**;

(d) Intermediate, promote, or make sales of products that, in any aspect, compete with those that are part of the respective Contract;

(e) Issue or transact, in any way, the credit securities related to amounts receivable as a result of the Contract, without the acceptance of **MIDEA CARRIER**.

CLAUSE TWO - ORDERS

2.1. Sales orders and proposals shall always be sent in writing by the **COMPANY** to **MIDEA CARRIER**, by means of formal documents entitled "Sales Orders", which must, in order to be considered valid, contain all the elements necessary for the conclusion of the deal and the client's signature, or the "Supply Order" issued by the client.

2.1.1. Any "Sales Orders" containing adulterations, errors, or that, for any reason, induce **MIDEA CARRIER** to act in error in conducting the business, with return of products on the part of clients or not, shall make the **COMPANY** responsible for the payment of compensation for any losses resulting from such irregularities, including, but not limited to, amounts related to taxes, freight, storage, and indemnities.

CLAUSE THREE - DIVULGATION OF PRODUCTS

3.1. Divulgence of the products covered by the respective Commercial Representation Contract shall be made by the **COMPANY**, and **MIDEA CARRIER** may, in specific cases, contribute to such divulgence, which shall be defined in due course in a contractual addendum.

3.2. In the advertising material distributed by the **COMPANY**, the identification card number of the commercial representative in charge and its own registration number with the CORE (Regional Council of Commercial Representatives) must be included.

V) EXCLUSIVE CONDITIONS FOR PRODUCT PURCHASE AND SALE AGREEMENTS AND PRODUCT PURCHASE AND SALE WITH TITLE RETENTION GUARANTEE

CLAUSE ONE - CANCELLATION OF PURCHASE AND EXCHANGE OF PRODUCTS

1.1. Failure to comply with any clause of the Contract and these General Conditions by the **COMPANY**, when in the position of contracted party, shall provide grounds for **MIDEA CARRIER** to, at its sole discretion:

(i) Totally or partially cancel the purchase object of the Contract executed between the Parties, informing the **COMPANY** at least five (5) days in advance of the date initially scheduled for delivery of the products, parts and/or pieces; or

(ii) Totally or partially undo the purchase, in which case the products, parts and/or pieces must be returned to the **COMPANY**, which shall have a period of thirty (30) days from the notification of **MIDEA CARRIER** in this sense, to collect the products, parts and/or pieces at the location indicated by **MIDEA CARRIER**, bearing all costs arising from the return.

1.2. In the event of any of the assumptions mentioned in Clause 1.1 above, **MIDEA CARRIER** may, at its sole discretion, adopt the solutions below:

(a) Request from the **COMPANY** refund in cash or credit in other products totaling the amount paid for the products (including parts and pieces), within thirty (30) days from the request of **MIDEA CARRIER**;

(b) In relation to the returned products, parts and/or pieces, the **COMPANY** shall be charged, in addition to the amount paid by **MIDEA CARRIER**, for all expenses incurred to unpack, examine, repack, store, ship, transport, unload and store them;

(c) When the sale is canceled by **MIDEA CARRIER**, the **COMPANY** may choose not to accept the return of defective and/or broken products, parts and/or pieces, authorizing, in this case, their destruction by **MIDEA**



CARRIER. Such destruction shall not exempt the **COMPANY** from reimbursing **MIDEA CARRIER** with the amounts paid for the products, (including parts and pieces), as well as for the expenses incurred;

(d) If the **COMPANY** does not collect the defective and/or broken products, parts and/or pieces within thirty (30) days from the acknowledgment of the cancellation of the sale, **MIDEA CARRIER**, in addition to requiring what is mentioned in item “(iii)”, regardless of any judicial or extrajudicial notification, may empty its stock and donate the products, parts and/or pieces to any Government social assistance institution.

1.3. In the case of products, parts and/or pieces with an expiration date, the **COMPANY**, when in the position of contracted Party, undertakes exchanging them when said expiration has already expired at the time of delivery to **MIDEA CARRIER**, within a maximum period of thirty (30) days from the date of the communication. If the **COMPANY** does not comply with such deadline, it is now agreed that **MIDEA CARRIER** may proceed with the return as provided for in this Clause.

1.4. In the case of products, parts and/or pieces subject to technical assistance, the **COMPANY**, when in the position of contracted Party, undertakes, from now on, repairing or exchanging any defective products, parts and/or pieces within a maximum period of fifteen (15) days from the date of communication of **MIDEA CARRIER**. If the **COMPANY** fails to comply with the deadline stipulated herein, it is agreed that **MIDEA CARRIER** may proceed with the return of products, parts and/or pieces, as regulated in this Clause.

CLAUSE TWO - QUALITY AND SUITABILITY OF PRODUCTS SOLD

2.1. It is ensured to the contracted Party that the products (including parts and pieces) covered by the Contract have not been adulterated and do not bear false advertising or labels, having been billed in accordance with the provisions of the Consumer Protection Code and/or any other applicable laws, rules, and regulations.

2.2. All weights, measures, sizes, legends, or descriptions printed, stamped, attached, or otherwise indicated, with respect to the products (including parts and pieces) covered by the Contract are certified as true and correct by the contracted Party. As such, they are in compliance with and fulfill all laws, rules, regulations, codes and standards related to these products.

2.3. The composition of the products (including parts and pieces) must be specified, in accordance with the law and provisions of INMETRO, with the contracted Party being responsible for the information contained on the labels.

2.3.1. The **COMPANY**, when in the position of contracted Party, undertakes adapting its products (including parts and pieces) to meet all technical and quality specifications that may be indicated by **MIDEA CARRIER**, which affect, or which may affect its suitability for use and sale of products (including parts and pieces).

2.3.2. When the **COMPANY** is in the position of contracting Party, it shall replace any damaged, broken, expired, defective and/or altered products, parts and/or pieces with others of the same reference, in perfect conditions of use, or in the event that replacement is not possible, the **COMPANY** shall receive such products, parts and/or pieces as a return, which shall be made in accordance with the terms described in Clause 1.1. above.

CLAUSE THREE - PACKAGING

3.1. The **COMPANY**, when in the position of contracted Party, is responsible for the quality of its packaging, which includes the use of cardboard boxes, adhesive tapes, and plastic bags (if applicable) with the necessary quality and strength to adequately protect the products (including parts and pieces) sold.

3.1.1. Any loss of merchandise (including parts and pieces) caused by loss and/or damage due to incorrect packaging or outside the standards stipulated in the *caput* of this Clause shall be the responsibility of the **COMPANY**.

CLAUSE FOUR - PAYMENT FINANCED BY “VENDOR” OPERATION

4.1. In the applicable cases, the “Vendor” operation contract to be signed between the **COMPANY** and the financial

institution associated with **MIDEA CARRIER** shall be an integral part of the Agreement for Product Purchase and Sale with Title Retention Guarantee, being that the exact terms and conditions of the financing granted to the **COMPANY** for payment of the price of the products covered by the respective Contract shall constitute documentary evidence, and the latter cannot claim to be unaware of it under any circumstances.

4.2. The **COMPANY** undertakes paying the amount financed with the financial institution agreed with **MIDEA CARRIER**, plus the contracted charges, upon the settlement of the installments listed in the Contract, through a bank collection document presented by the respective financial institution for the operation.

4.2.1. The **COMPANY** declares that it is aware that the interest rates applied by the financial institution associated with **MIDEA CARRIER** for the “Vendor” operation are lower than the market average for other financing operations, due to the guarantees offered by **MIDEA CARRIER**.

4.2.2. The taxes related to the “Vendor” operation shall be paid by the taxpayer, defined as responsible in the current legislation, and the respective financial burden must be borne by the **COMPANY**.

4.3. In the event of a default by the **COMPANY** before the agreed financial institution, **MIDEA CARRIER** may, at its free and exclusive discretion, settle the outstanding amounts. In this case, **MIDEA CARRIER** shall subrogate itself over all credit rights that the financial institution may have with the **COMPANY**, and **MIDEA CARRIER** may charge the principal amount financed, plus any financial charges and other charges due, with which the company irrevocably and irreversibly agrees.

CLAUSE FIVE – TITLE RETENTION

5.1. In the event of default by the **COMPANY**, in whole or in part, of any of the installments set out in the Contract, exceeding thirty (30) days, **MIDEA CARRIER** may, at its sole discretion: (i) retake the products that are the object of the sale, under the terms of the title retention guarantee agreed in the Contract, or (ii) enforce the remaining balance, in any case, with a penalty of twenty percent (20%) on the total value of the Contract.

5.2. The transfer of ownership of the products sold to the **COMPANY** shall take place only when the total price adjusted in the Contract is paid in full. However, the **COMPANY** is responsible for all risks of the products, from the date they are delivered to it, also responding for any depreciation of the products before **MIDEA CARRIER** if it enforces the title retention clause in order to recover the products covered by the Contract.

5.2.1. Under the terms of Art. 527 of the Civil Code, if **MIDEA CARRIER** enforces the title retention guarantee, recovering the products sold, as provided in the *caput* of this Clause, the right of **MIDEA CARRIER** to retain the amounts already paid by the **COMPANY** is safeguarded, in order to compensate for any depreciation of the products and, equally, to reimburse all costs resulting from the contractual default of the **COMPANY**.

VI) EXCLUSIVE CONDITIONS FOR SUPPLY AGREEMENTS CLAUSE ONE -

PRODUCT COLLECTION

1.1. **MIDEA CARRIER** counts on a process of supply with collections in *Milk Run* mode. If the **COMPANY**, as a contracted Party in the respective Supply Agreement, is a supplier to which the referred collection method applies, it is subject to the following conditions:

(i) The collection times and frequencies at the **COMPANY** shall be carried out according to prior negotiation between the Parties. Outside the hours previously negotiated, **MIDEA CARRIER** can request extra collections at the **COMPANY**, depending on the need of other products (including parts and pieces) that were not originally in the supply schedule for regular collections. In any situation where the need for extra collection is originated by **MIDEA CARRIER**, it shall bear the payment of the freight;

(ii) When the **COMPANY** is unable to carry out the supply previously agreed during the regular hours and request an extra collection due to delays in the production and/or supply of the **COMPANY**, all collection costs shall be paid by the **COMPANY**;

(iii) In cases where the time to supply the vehicle with the products at the **COMPANY**'s headquarters



exceeds the time stipulated for the exit of that vehicle due to delay in the release of the products by the **COMPANY**, the costs of any extra collections at other suppliers that would use the same vehicle on the programmed route shall be paid by the **COMPANY**.

1.1.1. The prices negotiated between **MIDEA CARRIER** and its logistics operator for extra collections shall be the same as those charged to the **COMPANY** when it requests such service.

CLAUSE TWO - RETURNS

2.1. **MIDEA CARRIER**, when in the position of contracting Party of the respective Contract, shall return the parts rejected in the assembly line, as long as its nonconformity and/or disqualification due to the fault of the **COMPANY** is duly proven. The return shall be made through billing and the settlement shall be made by meeting accounts payable by **MIDEA CARRIER** to the **COMPANY**. The **COMPANY** shall be responsible for receiving the returned products, parts and/or pieces, as well as for the cost of transportation.

2.1.1. The **COMPANY** must monitor the quality of the parts supplied to **MIDEA CARRIER** on a monthly basis and present an action plan for any nonconformities presented.

2.1.2. **MIDEA CARRIER** may, in special situations and at its sole discretion, request a field visit at the **COMPANY** to verify the quality problems presented in the parts, the costs then being borne by the **COMPANY**, unless it is proven that the nonconformity has occurred by an act or omission of **MIDEA CARRIER**.

2.1.3. The collection of the amount referring to the expenses mentioned above shall be carried out by **MIDEA CARRIER** by issuing a debit note with bank collection, for payment by the **COMPANY**.

2.2. The broken, damaged products or those not requested by the **COMPANY**, in the position of contracting Party, shall be returned to **MIDEA CARRIER** upon receipt of the same by the **COMPANY**, and, only in these cases, **MIDEA CARRIER** shall bear all expenses related to the return of products, including freight, and must take all necessary tax measures to cancel any bill or collection related to them.

2.2.1. After checking held by the **COMPANY** upon receipt of the products, the responsibility for packaging, storage, and subsequent transport, lies entirely with the **COMPANY**.

2.2.2. All products returned by the **COMPANY**, after delivery, shall be object of inspection at the respective stores or Distribution centers of the **COMPANY**. The inspection, previously scheduled between the Parties, shall take place for functional and aesthetic assessment of the products and consequent analysis of responsibilities for any occasional nonconformities, defects, and malfunctions, as shown below:

- (i) Products that have a manufacturing defect shall be the responsibility of **MIDEA CARRIER**, and shall be reworked within a maximum period of thirty (30) days, at no cost to the **COMPANY**;
- (ii) Products that present only an aesthetic defect shall be the responsibility of the **COMPANY**, and shall be quoted for repair by Midea Carrier Authorized Service within ten (10) business days;
- (iii) The **COMPANY** may approve the quotation presented within a maximum period of ten (10) days from its receipt. If the quotation is not approved within the specified period, the product shall be returned to the **COMPANY**;
- (iv) In the cases provided for in items "ii" and "iii", the freight costs for sending and returning the products to Midea Carrier Authorized Service shall be paid by the **COMPANY**.

VII) EXCLUSIVE CONDITIONS TO REAL ESTATE LEASING AGREEMENTS CLAUSE ONE -

OBLIGATIONS

1.1. In addition to those provided for in these General Conditions and Law No. 8245/91 (the "Leasing Law"), it is obligation of the **COMPANY** to pay any taxes and fees that fall on the leased property, as well as fire insurance expenses.

1.2. In addition to those provided for in the General Conditions and Law No. 8245/91 (the "Leasing Law"), it is obligation of **MIDEA CARRIER** to return the property subject to the lease when the term stipulated in the Contract ends, and it must return it in the state in which it has been received, except for any deteriorations resulting from its regular use, respecting the right of retention or indemnity for any improvements then introduced.

CLAUSE TWO - EXPROPRIATION

2.1. In the event of any expropriation, even if partial, of the property, during the first contractual period, the Contract, at the sole discretion of **MIDEA CARRIER**, shall be considered void on the date on which the expropriator takes possession of the property, and **MIDEA CARRIER** is entitled to its share in the proceeds of the indemnification owed by the expropriator, proportional to the accessions, belongings and improvements added to the Property, existing at the date of the expropriation, monetarily restated, without prejudice to the collection of any applicable losses, damages and loss of profits.

CLAUSE THREE - GUARANTEE

3.1. **MIDEA CARRIER**, when in the position of guarantor of Real Estate Lease Agreements, declares that the guarantee covers the initial term of the respective Contract. In the event of a change in the initial term, **MIDEA CARRIER** must be previously notified, in writing, to express its agreement or not with the renewal of the Contract, under penalty of the guarantee being considered extinct.

3.2. In case of amendment to any clauses of the respective Real Estate Lease upon agreement between lessor and lessee, **MIDEA CARRIER**, when acting as guarantor, must be immediately notified, in writing, to express its agreement within the term of up to fifteen (15) days. If **MIDEA CARRIER** does not agree with such amendments, the guarantee shall be considered extinct.

3.3. It shall be considered a reason for termination of the guarantee if, in the event of breach of any obligation of the lessee - including, without limitation, non-payment of the amounts due for the leasing for a period of more than fifteen (15) days, delivery of the real estate in a state other than that provided for in the Real Estate Lease Agreement, and/or improper use of the real estate -, the lessor does not notify **MIDEA CARRIER**, in writing, within a maximum period of five (5) days from said noncompliance, so that the **MIDEA CARRIER** can adopt all the measures it deems necessary to remedy the default.

VIII) EXCLUSIVE CONDITIONS FOR MOVABLE PROPERTY LEASE AGREEMENTS CLAUSE ONE

- RETURN OF EQUIPMENT

1.1. Upon termination of the Movable Property Lease Contract, **MIDEA CARRIER** shall make the leased equipment available for removal by the **COMPANY** at the location where they are located, with the **COMPANY** being solely responsible for the collection of the equipment and any costs arising therefrom.

1.1.1. The removal of the equipment leased by the **COMPANY** must be preceded by a notice to **MIDEA CARRIER** at least twenty-four (24) hours in advance.

1.2. If the equipment and respective accessories are not returned at the end of the Contract term, the amount charged as a rental fee shall continue to apply, proportionally to the days of delay in returning, unless said delay results from the absence of a manifestation of the **COMPANY** for removal of the equipment after it is made available by **MIDEA CARRIER**.

IX) EXCLUSIVE CONDITIONS TO LENDING CONTRACTS

CLAUSE ONE - OBLIGATIONS

1.1. The obligations of the **COMPANY**, in addition to others provided for in these General Conditions, are:

(a) Perfectly preserve and ensure the integrity of the goods covered by the Lending Contract, being

responsible for their custody, insurance, safekeeping, maintenance, and repair;

- (b) Allow, at any time, inspection by **MIDEA CARRIER**, on the goods given in lending;
- (c) Contract full insurance on the goods given in lending, stipulating **MIDEA CARRIER** as the beneficiary of any indemnity;
- (d) Return the goods given in lending at the end of the term of the Contract, in perfect working order and conservation;
- (e) Inform **MIDEA CARRIER** of any occurrence that affects the integrity of the goods given in lending, under penalty of having to indemnify any losses incurred therein.

1.2. Any and all expenses necessary for the maintenance and conservation of the goods given in lending, including those related to the contracting of insurance, shall be borne by the **COMPANY**, which under no circumstances shall be entitled to any kind of reimbursement.

CLAUSE TWO - RESTITUTION OF GOODS

2.1. Upon extinction of the respective Lending Contract, the **BORROWER** must return the goods to **MIDEA CARRIER** within a maximum period of forty-eight (48) hours, unless a different period is established by mutual agreement between the Parties, in writing, under penalty of incidence of a fine of five percent (5%) of the global value of the goods given in lending, per day of delay, and without prejudice to **MIDEA CARRIER**'s right to claim losses and damages, including loss of profits.

X) EXCLUSIVE CONDITIONS TO MAINTENANCE SERVICE AGREEMENTS

CLAUSE ONE - OBLIGATIONS

1.1. The following are the obligations of **MIDEA CARRIER**, as a contracted Party in the respective Contract, in addition to others provided for in these General Conditions:

- (a) Perform small disassembly and modifications, including measurements and adjustments, during any preventive routine, within a maximum of two (2) hours, free of charge;
- (b) Answer emergency calls on a 24-hour on-duty regime, 7 days a week, when there is a need to diagnose problems and minor adjustments lasting up to two (2) hours, with no expenses of any nature other than those corresponding to the cost of labor, such as accommodation, food and transportation being covered.

1.2. The obligations of the **COMPANY**, as a contracting Party to the Contract, in addition to others provided for in these General Conditions, are:

- (a) Keep the areas adjacent to the equipment clean and free of foreign materials, removing any stock, artifact, walls, or partitions if necessary, to perform the maintenance service, as well as adjusting, if necessary and at the discretion of **MIDEA CARRIER**, the environment and facilities where the services shall be performed according to the rules of the Brazilian Association of Technical Standards (ABNT) and Law No. 6514/1977;
- (b) The **COMPANY** undertakes monitoring the equipment in such a way as to prevent any third parties, even its representatives, from handling it or using it in disagreement with its characteristics, and preventing any provisional repairs or use to be made in the event of a breakdown, without prior release from **MIDEA CARRIER**;
- (c) If not included in the scope of supply, the **COMPANY** shall be responsible for the operation of the equipment, for the chemical treatment of water used in the system, and for damages that they may cause to the equipment and/or systems;
- (d) It shall be the sole responsibility of the **COMPANY** to comply with the provisions of Ordinance 3523, of August 28, 1988, of the Ministry of Health.

CLAUSE TWO - TAXATION

2.1. If the maintenance services object of the Contract occurs in a municipality other than that where the headquarters of **MIDEA CARRIER** is located, the **COMPANY** shall not be able to withhold the Tax on Services of Any Nature (ISS or ISSQN), since it is the obligation of **MIDEA CARRIER** to effect the payment of the aforementioned tax in the municipality where it is established, under the terms of the current legislation (Art. 146, item III of the Federal



Constitution and Art. 3 of Complementary Law 116, of July 31, 2003).

CLAUSE THREE - EXCLUSIONS

- 3.1. **MIDEA CARRIER** does not include the guarantee of environmental conditions of temperature, humidity and operation of any other equipment not expressly indicated as the object of the Contract.
- 3.2. In the case of emergency calls produced by improper use of the equipment, undue operation, or emergency calls without due justification, **MIDEA CARRIER** shall bill the expenses incurred with current rates.
- 3.3. Also not included in the Contract are the performance of tests, installation of any item of equipment, or modifications recommended by insurance companies, government, state, municipality, or any other authority.
- 3.4. It is expressly agreed that **MIDEA CARRIER** shall not perform any other services or supply of materials not included in the Contract, which shall be the subject of a separate quotation, and shall not undertake any other responsibility regarding the piece(s) or the part(s) of equipment other than those on which said services have been performed.

CLAUSE FOUR - RISKS AND INSURANCE

- 4.1. The **COMPANY** shall be solely responsible for any damages and malfunctions, including the loss of equipment, resulting from misuse, failure in project design or any accidents that have not been proven to be caused by **MIDEA CARRIER**, including accidents arising from natural phenomena or vandalism.
- 4.2. The **COMPANY** shall also have the obligation to contract insurance against fire, flood, and others, as deemed necessary.

CLAUSE FIVE - PARTS REPAIRS AND REPLACEMENTS

- 5.1. **MIDEA CARRIER** shall carry out repairs and/ or replacements originated from the regular use of the equipment, without any burden to the **COMPANY**, always with original parts.

CLAUSE SIX - WARRANTY OF SERVICES

- 6.1. If applicable, as provided for in the respective Contract, the warranty shall cease if one of the following circumstances occurs:
- (a) Damage caused by accidents, improper application and operation, abuse, maintenance outside the technical standards performed by others than **MIDEA CARRIER**, or outside the nominal parameters of the equipment as established by the manufacturer;
 - (b) Defects resulting from failure to start or others caused by improper voltage control or any element of the electrical part, caused by corrosive environments and caused by interruption of the water flow, or caused by water without proper treatment or changes in the **COMPANY**'s hydraulic system.

XI) EXCLUSIVE CONDITIONS TO SLOW MOVING PURCHASE AND SALE AGREEMENTS CLAUSE ONE - PRODUCTS

- 1.1. The products are purchased by the **COMPANY** as-is, without prior inspection or sorting.
- 1.2. Once the products are delivered to the **COMPANY**, **MIDEA CARRIER** shall have no administrative or technical interference over them, including, without limitation, the remanufacturing, repair, or work processes of the product(s), except for the possibility of **MIDEA CARRIER** to audit the process of de-characterization of products, at any time, as provided for in Clause 1.2.1 below.
- 1.2.1. The **COMPANY** shall proceed with the de-characterization of product(s), in order to eliminate any marks,



serial numbers, stamps, labels, stickers or any other materials, at the sole discretion of **MIDEA CARRIER**, been forbidden any relation of the remanufactured/reworked product(s) with **MIDEA CARRIER**.

1.2.2. After the process of remanufacturing, repairing, or working the product(s) by the **COMPANY**, these may only be sold in the **COMPANY**'s own stores, directly to final consumers, and this condition must be clearly marked.

1.3. The product(s) object of the Contract cannot, under any circumstances, be returned to **MIDEA CARRIER**.

CLAUSE TWO - WASTE

2.1. The **COMPANY** shall be fully responsible for the waste arising from the remanufacturing process of the product(s), including, without limitation, the generation, storage, and proper final destination of the waste.

2.2. The **COMPANY** must submit to **MIDEA CARRIER**, whenever requested, the documents that prove compliance with municipal, state, and federal legislation regarding environmental obligations.

2.3. The **COMPANY** declares to be aware and is committed to observing and respecting the legal provisions established by Law No. 12305/2010, by Decree No. 7404/2010 and other supervening sectoral laws and agreements, being exclusively responsible for the stages of the reversal logistics process related to the product(s) and exempting **MIDEA CARRIER** from any encumbrances or obligations, under penalty of being responsible for any losses and damages incurred by **MIDEA CARRIER** and/or third parties resulting therefrom.