



Purchase Order Number 1900019372 Do Not Duplicate if Change Order	Purchase Order Date 2/23/2024
Delivery Terms: Free Onboard	Payment Terms: 75 days of Bill of Lading Date
Requester Information: IVANIZE NASCIMENTO ivanize_nascimento@whirlpool.com	For PO Changes & Questions Contact: No usar procurement_excellence@whirlpool.com

Shipping/Invoice Address:**Plant/Location : 110**

Joinville Plant

Rua Dona Francisca, 7.200 - Zona Industrial

CEP: 89219-901, Joinville SC

Tel: 55 47 3803-4000 Fax: 55 47 3803-4800

CNPJ: 59.105.999/0039-59 INSC. EST.: 250.050.889

Supplier Information:

Supplier Number: 0001000223

Supplier Name: REALFIX-IND. COM. DE TINTAS E

R PARANAVALI 1532

0000041806

Paraná 83324-390

BRAZIL

Tax Number: 73244626000117

Main Office:

Rua Olympia Semeraro, nº 675

Jardim Santa Emília

São Paulo - SP

04183-090

Tel: 55 11 37876100 Fax: 55 11 55866474

CNPJ: 63.699.839/0001-80

IE.: 06.200.125-6

Shipping Notes:

- All packing lists, invoices and shipping labels must include the Purchase Order Number, Shipping Address & Invoice Address as shown on the purchase order.
- This Purchase Order is subject to terms and conditions specified unless otherwise agreed to in writing by both parties.

Comments:

BPM065999 - 316230300-TINTA;ESMALTE SINTETICO;VERDE RAL

Line	Material/ Service code	Description	Delivery Date	Quantity	Unit of Measure	NCM/ NBS code	Unit Price	Total Line Value
1385883 -1	316230300	TINTA;ESMALTE SINTETICO;VERDE RAL;BRILHO;LATA 3,6L; Comment:	2/29/2024	40.00	piece	32081010	\$105.10	\$4,204.00
1385883 -2	316230253	TINTA;ESMALTE SINTETICO;BRANCO;BRILHO;LATA 3,6L; Comment:	2/29/2024	24.00	piece	32089010	\$115.35	\$2,768.40

Purchase Order Value Excluded Tax \$6,972.40 BRL



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IMPORTANT Notes

- We confirm that payment is made via bank deposit/transfer. We do not accept a ticket.
- This purchase order is subject to the general supply conditions listed at the end of the document, unless otherwise agreed by both parties.
- Any discrepancy in the invoice will be treated as a commercial disagreement and the material will be RETURNED upon receipt.
- If you notice any discrepancies, please contact the Whirlpool Supplies team or the responsible buyer named in this order immediately.

GENERALS TERMS AND CONDITIONS

1. **Acceptance.** Any acquisition of goods and/or services by Whirlpool ("**Supply**") is expressly subject to the Supplier's full consent to the terms and conditions allowed in this purchase order ("**Purchase Order**"), as well as the waiver of general conditions of the Supplier, and said consent and waiver shall be deemed accepted in any Purchase Order placed by Whirlpool. Upon confirmation of the Order by the Supplier to Whirlpool, these General Conditions for the Supply of Goods and Services ("**General Conditions**") will be considered accepted and applicable. Any provisions to the contrary of these General Conditions, which have not been the subject of an agreement between the parties, will not create any obligation for Whirlpool, which is bound exclusively by the clauses of these General Conditions. The confirmation of this Purchase Order and/or the beginning of the relationship between Whirlpool and the Supplier represents the full and irreversible acceptance of these General Conditions by the Supplier.
2. **Prevalence.** These General Conditions will prevail over any document with the same purpose as the Purchase Order, including, but not limited to, the Supplier's commercial proposal, except in the event of signature, by the parties, of the respective contract, in which case the contract will prevail in case of conflict with these General Conditions.
3. **Settlement.** Whirlpool is not obliged to purchase Supply from the Supplier, except in the quantity, quality and price set forth in this Purchase Order. These General Conditions do not give Whirlpool any obligation of minimum consumption or exclusivity.
4. **Price.** The price and other commercial conditions for the Supply will comply with the provisions of the Purchase Order and will be valid and fixed for the period indicated therein. The price will not be readjusted automatically, depending of a formal agreement between the parties. No other amounts of any nature will be added to the Price or otherwise charged to Whirlpool without its express prior consent. The Price established in the Purchase Order will be set in the currency of the country in which the Whirlpool group company is headquartered, as per the Purchase Order. For the Supply whose payment must be presented in dollars, the Price must be converted to the currency of the country of Whirlpool requesting the Supply, based on the respective official US dollar exchange rate in the respective country, published on the immediately preceding business day the issuance of each invoice.
5. **Conditions of Payment.** Payments due by Whirlpool as a result of this Purchase Order will be made as shown in the header of this document, from the receipt of the respective invoice/invoice, following payment windows on fixed dates as per the communication of accounts payable or other definition agreed between the parties.
6. **Delivery.** Delivery terms are as stated in this Purchase Order, or as agreed in writing by Whirlpool. The Supplier agrees that meeting the deadlines is essential to the activity carried out by Whirlpool and, for this reason, assumes responsibility for the punctual delivery of the quantity and quality of the Supply. The Supplier will be responsible for any additional freight or logistical costs, including premium freight, to meet the delivery date. If the Supplier fails to meet delivery requirements or notifies Whirlpool that it will not meet delivery requirements, without limiting other rights or remedies, Whirlpool may purchase the Supply from a third party and charge Supplier for any excess costs incurred. The Supplier is responsible for its own expenses related to late delivery, including, but not limited, to line interruption, production interruptions or delays, reduced line speed, line interruption, changes in production schedules, customer charges for late delivery or exchanges of products due to delays in delivery of the Supply.



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7. **Delays.** In case of delay in delivery, without prejudice to the provisions of item 6 above, the Supplier will be liable to Whirlpool for the payment of a fine of one tenth percent (0.1%) per day of delay, limited to thirty percent (30%) of the total value of this Purchase Order.
8. **Packaging.** When applicable, Supplier will comply with Whirlpool's inbound packaging manuals located on Whirlpool's Global Supplier Portal at <http://suppliers.whirlpool.com> and any other manuals or packing instructions delivered to Supplier in writing and provisions by law.
9. **Alterations.** The Whirlpool may, at any time, alter the technical specifications, deadline, delivery location, means of transport, among other requirements. In this case, if the Supplier's costs are materially affected as a result of the change intended by Whirlpool, the Supplier must communicate this fact within a maximum period of thirty (30) days from Whirlpool's request for change, so that the parties can negotiate the appropriate Price adjustments and/or other terms and conditions. In case the Supplier remains silent within this period, the changes requested by Whirlpool will be considered accepted, without modifying the agreed commercial conditions.
10. **Inspections/Testing.** The Payment of the Price or inspection or testing of the results of the Supply by Whirlpool does not represent its acceptance of the quality of the Supply and does not release the Supplier from its obligations. Nothing contained in this Purchase Order releases Supplier from its testing, inspection and quality control obligations. The Whirlpool may inspect the goods or services and reject, in whole or in part, those that are defective, non-conformity to specification or unreliable. The Rejected goods may be returned to Supplier at Supplier's expense.
11. **Non-conformity.** If the result of the Supply does not comply with the conditions contained in this Purchase Order, whether related to quality and/or quantity, Whirlpool may ask the Supplier to correct or complete the Supply, as the case may be, without prejudice to any compensation for resulting damages.
12. **Guarantees.** Unless otherwise agreed between the Supplier and Whirlpool in writing, the guarantee period will be the longest of the following periods:
 - a) **in case the goods are not incorporated into products manufactured by Whirlpool:** six (6) months from the date of commencement of use of the goods or acceptance of the Supply, whichever occurs later; or
 - b) **in case the goods are incorporated into products manufactured by Whirlpool:** eighteen (18) months from the date of incorporation of the goods to such products or the guarantee period given by Whirlpool to its consumers on the date of purchase of the products, whichever occurs later.
13. **Insurance.** The Supplier shall take out and maintain civil liability insurance and other insurances as the case or the law requires, in an amount sufficient to cover its liability under this Purchase Order.
14. **Independence.** The Supply will be carried out with full responsibility and technical-operational independence, without economic monodependence between Whirlpool and the Supplier, as well as without any type of subordination and/or personal relationship between Whirlpool and the Supplier's employees, agents and/or service providers. There is no obligation of exclusivity in favor of Whirlpool or the Supplier.
15. **Indemnification.** The Supplier will hold harmless and indemnify Whirlpool, its holding companies, affiliates and subsidiaries, as well as their successors, assignees, agents, representatives, employees and consumers, in relation to any and all judicial or extrajudicial claims, losses, damages, indemnities, costs and expenses, including legal fees and amounts paid in agreements, resulting from the Supply. The provisions of this clause are applicable to cases in which there is a claim against Whirlpool regarding, by way of example, but not limited to, matters of a labor, social security and tax nature, accidents of any nature, damages caused to third parties and/or to the environment.
16. **Lending of tools and/or equipment.** If the Supplier uses tools and/or equipment owned by Whirlpool, the Supplier agrees to keep them in perfect working order, and must return them in the same conditions in which they were received, upon completion of the Supply or upon request by Whirlpool.
17. **Transfer of Property.** Whirlpool will receive title of property to the result of the Supply free and clear of all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement.



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18. **Intellectual Property.** As a result of payments made by Whirlpool for the Supply, the Supplier agrees to assign all rights and titles arising from the Supply to Whirlpool's use. If this Purchase Order involves development or research activities, including engineering or design services, all information developed in the course of the Supply will be owned by Whirlpool and will be considered confidential.
19. **Confidentiality.** The Supplier will keep confidential all information, personal data, and technical data derived from or disclosed to Supplier by Whirlpool or its suppliers, customers, representatives, agents and independent contractors who provide Services to Whirlpool during the term of this Purchase Order and which are not generally known to the public ("Confidential information"). Examples of Confidential Information include, but are not limited to, information or data disclosed in oral, writing, graphic, or machine-readable form, or in forms that incorporate or display such information, or that are visible or audible to Supplier as a result of an employee, subcontractor or representative visiting or performing services at a facility controlled by Whirlpool or one of its subsidiaries, agents or subcontractors, or by having access to Whirlpool systems, including, but not limited to, business plans, specifications, designs, methods, processes, ideas, concepts, designs, software, pricing, operating plans and know-how, employee information, shareholder information, supplier, customer and consumer information (some of which may constitute personally identifiable information). The Supplier will use Confidential Information solely to perform its obligations under this Purchase Order and may disclose it to third parties to the extent disclosure is necessary for Supplier to fulfill its obligations under this Purchase Order, if such disclosure is subject to confidentiality and use terms consistent with this Clause.
20. **Data Protection.** The Parties declare to know and undertake to comply with all the principles and rules of Law No. 12,965/2014 (Civil Framework for the Internet) and Decree No. 8,771/2016 (Regulation of the Civil Framework for the Internet), of Law 13,709 of 2018, its amendments and subsequent regulations that provide for privacy and protection of personal data in Brazil that come into force as of their entry into force and that may be edited by the National Authority for the Protection of Personal Data (ANPD), as well as all current regulations on matters Data Protection Regulations in force in Argentina, Chile, Uruguay, Bolivia and Paraguay.
21. **Fortuitous event and/or Force Majeure.** Any delay or failure by either party to fulfill its obligations will be excused if caused by a fortuitous event or force majeure. Shortages of raw materials and labor are not considered fortuitous event/force majeure. If the fortuitous event or force majeure lasts for more than thirty (30) days, the aggrieved party may request the termination of the contract, by sending a notification in this regard, without any obligation to reimburse.
22. **Cancellations.** Whirlpool may reasonably terminate this Purchase Order in the event of default by the Supplier, by simple written communication.
23. **Recurring order.** In the event that the scope of this Purchase Order involves a recurring Order, the parties agree that this Purchase Order may be terminated at any time, without cause **(a)** by consensus of the parties; **(b)** upon written notice by Whirlpool to the Supplier at least ninety (90) days in advance; **(c)** upon written notice from the Supplier to Whirlpool at least one hundred and eighty (180) days in advance.
24. **Outsourcing.** The Supplier may not outsource, in whole or in part, the conditions and obligations assumed in the Supply and subject to these General Conditions without the prior and express authorization of Whirlpool. Even if the outsourcing is authorized, the Supplier will be solely responsible to Whirlpool for the fulfillment of the obligations assumed.
25. **Signature.** If this Purchase Order is issued or transmitted electronically, the Supplier agrees that the electronic means by which Whirlpool issues or transmits this Purchase Order constitutes a valid signature.
26. **Code of Conduct.** By executing this Purchase Order, the Supplier confirms its acceptance of Whirlpool's Supplier Code of Conduct, as amended from time to time, available on Whirlpool's Supplier Portal.
27. **Social Responsibility and Compliance.** For the execution of these General Conditions, none of the parties may offer, give or undertake to give to anyone (individuals or legal entities, private or linked to the government), or accept or undertake to accept from anyone, whether on its own behalf or through others, any payment, donation, compensation, financial or non-financial advantages or benefits of any kind (including gifts, invitations to events and other benefits) that are intended to obtain any undue advantage or that constitute an illegal practice or corruption under the laws of any country, whether directly or indirectly regarding the object of these General Conditions, and must also ensure that its agents and collaborators act in the same way.
28. **Declaration.** The parties declare **(i)** that they have been duly advised by professionals trained to identify and understand the content of the clauses of this instrument and other integral documents and **(ii)** are aware of the applicable legal rules. The Supplier also declares that



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it is and will remain strictly in compliance with public administration entities, directly or indirectly, that in some way exercise supervision, control over its activities, and must be fully authorized and/or licensed to carry out its activities at all times activities, being responsible for obtaining and maintaining, at its sole expense, the appropriate licenses, permits, permissions and/or authorizations that may be necessary for the faithful achievement of the Purpose of the Purchase Order.

29. **Applicable Law and Jurisdiction.** This Purchase Order is subject to the laws indicated below, depending on the location of Whirlpool indicated on this Purchase Order. Any dispute arising from this Purchase Order will be resolved in the forum indicated below, to the exclusion of any other, however privileged it may be.

Localizations of Whirlpool	Law in force	Exclusive jurisdiction
Brazil	Brazilian	Jurisdiction of São Paulo
Argentina	Argentinian	Ordinary National Courts in the civil and commercial of Autonomous City of Buenos Aires
Chile	Chilean	Jurisdiction of Santiago from Chile
Uruguay	Uruguayan	Montevideo, Uruguay
Paraguay	Paraguayan and Uruguayan	Jurisdiction of Santiago from Chile or Asunción Paraguay
Bolivia	Bolivian and Chilean	Jurisdiction of Santiago from Chile or La Paz, Bolivia