

## DISTRIBUTOR AGREEMENT

This Distributor Agreement (the Agreement) is entered into on December of 2010, and is together with the Confidentiality Agreement signed 30th of December the foundation:

BY AND BETWEEN

Kegiom Lifting di Giombetti Francesco & C. S.n.c.

Sede - Via Duchessa di Galliera, 12 - 15076 Ovada (AL) - Italy

Tel. e Fax (+39) 0143 822031

Ufficio e Magazzino - Via della Cantina Sociale - 15060 Capriata d'Orba (AL)

Part.Iva Cod.Fisc. Reg.Impr. 01956070062 - REA n.AL213887

C.C.I.A.A. - web site: [www.kegiom.com](http://www.kegiom.com)

## ANO

GUINDASTE ARANHA COMÉRCIO SERVIÇO E IMPORTAÇÃO LTDA ME.

RUA TOMAS SPEERS, 681

VILA MARIA-SÃO PAULO- SP -

CEP 02118-010( BRAZIL)

National Code: 13.498.387/0001-08

Phone 55 11 26319869 Mr Jefferson Candéo

Both hereinafter referred to individually as a Party and collectively as the Parties KEGIOM LIFTING hereby appoints GUINDASTE ARANHA as the distributor (the Distributor) for KEGIOM LIFTING, FOR ALL LINE-UP PRODUCTS in the Territory as defined in §4, on the following terms and conditions.

### 1) Duties of GUINDASTE ARANHA:

It is the duty of GUINDASTE ARANHA to fulfil its duties as the Distributor for the Products in the territory as follows:

- D To do its utmost to market and sell the Products in a proper and efficient manner.
- D To allocate Euro 125.000,- per annum for Product-specific marketing in leading Brazilian building and glass magazines, Internet advertisement etc.
- D Not to market any similar products which are in direct or indirect competition with the Products,
- D To maintain a proper level of service of the Products.
- D To maintain a presentable Internet homepage, displaying KEGIOM LIFTING products.
- D To keep a minimum stock of the Products for demonstration purposes, here minimum one KEGIOM SPIDER CRANE 200 E3 ANO 350 E4.
- D To appoint a sales person dedicated to the marketing of the Products.
- D To appoint a technical specialist dedicated to the Products, who shall receive training from KEGIOM LIFTING.





Must attend in relevant exhibitions/fairs within the Territory, this to be coordinated with KEGIOM LIFTING.

## 2) Duties of KEGIOM LIFTING

It is the duty of KEGIOM LIFTING to assist GUINDASTE ARANHA as the Distributor for the Products in the Territory as follows:

- To maintain a proper stock of the Products and spare parts,
- To provide technical and commercial assistance as required,
- To guarantee that all Products are affixed with a CE approval,
- To provide all necessary documentation and declarations of conformity related to the Products,
- Extend product introduction training, in relation to handling and sales i.a.w. KEGIOM LIFTING guidelines,
- Extend technical training to the Distributor's technician i.a.w. KEGIOM LIFTING guidelines.

## 3) Products

The Products are as described in ATTACHMENT 2 - 6 hereto. Any new models of KEGIOM LIFTING-products which are introduced into the product range after the date of this Agreement shall be incorporated in the list of Products.

## 4) Territory

The Territory is Brazil.

## 5) Sales

Prior to the commencement of each financial year, January 1<sup>st</sup>, KEGIOM LIFTING and GUINDASTE ARANHA shall agree the projected minimum sales target for the forthcoming year.

In this respect it is agreed for the first 2 years of the Agreement the minimum sales targets are as follows:

- 1<sup>st</sup> year from signing date 08 UNITS OF SPIDER CRANE, MODEL: 200 E3 AND 350 E4.
- 2<sup>nd</sup> year from signing date – 10 UNITS OF THE SAME LINE UP.

The number for the first year includes the initial order of five units.

## 6) Exclusivity

KEGIOM LIFTING appoints GUINDASTE ARANHA as the Distributor for the Products in the Territory.

Exclusivity will be obtained after 12 month of satisfying cooperation and will last as long as this agreement is effective.

After the initial 12 months, KEGIOM LIFTING shall not sell the Products directly or indirectly within the Territory, with the exception of key customers of KEGIOM LIFTING who require that the Products are supplied directly by KEGIOM LIFTING. In any such event GUINDASTE ARANHA shall be entitled to a 5 % commission of the related invoiced sum, to be paid directly by KEGIOM LIFTING.

When receiving this commission, GUINDASTE ARANHA will assume the product service responsibility for the customer in question.

## 7) Pricing

The net prices of the Products, duty paid within the European Community, ITALY shall be in Euros in accordance with the Price List for the Products included as ATTACHMENT 1 hereto ex warehouse in Ovada, Italy.

KEGIOM LIFTING reserves the right to adjust the prices of the Products during the course of this Agreement at any time, subject to GUINDASTE ARANHA giving a minimum 3 months advance notice in writing to GUINDASTE ARANHA of any such price adjustments.



#### 8) Payments

Initial order no: IN DECEMBER OF 2010 to be paid 100% Up Front before goods leaves the factory.

Payment of the Initial order is to be 30% on signed Order Confirmation and 70% before goods leaves the factory. If GUINDASTE ARANHA can be credit insured by KEGIOM LIFTING credit insurance company, 21 days of credit can be achieved on following orders.

Alternately full pre-payment must be made by direct wire transfer from GUINDASTE ARANHA to KEGIOM LIFTING, before the products leaves the factory.

#### 9) Marketing Documentation

KEGIOM LIFTING shall provide GUINDASTE ARANHA with marketing material of the Products in the Brazilian language, translated from English by GUINDASTE ARANHA. All material will be supplied as datafiles.

#### 10) Warranty

The Products are provided with a 12 months warranty by KEGIOM LIFTING for parts and labour from the date of delivery to GUINDASTE ARANHA.

Warranty claims are conditioned of defect parts being received at KEGIOM LIFTING, unless otherwise agreed in writing. This to be done within 30 days after date of claim.

Should the defect part not have been received within 30 days, KEGIOM LIFTING will invoice GUINDASTE ARANHA for the new parts and transport costs.

For approved warranty claims, replacement parts shall be provided free of charge to GUINDASTE ARANHA and allowances for labour charges shall be as follows:

- Working hours - Euro 40,- per hour
- Travelling time - Euro 40,- per hour (maximum 8 hours)
- Travel expenses - Euro 0,50 per kilometer (maximum 600 km)

The Dealer is obliged to perform a reception control of all machines and parts within 7 days of reception.

#### 11) Validity of Agreement

This Agreement shall be valid for an initial period of 12 months with effect from the date first stated above and will be automatically renewed thereafter on an annual basis.

#### 12) Termination of Agreement

The Agreement may be terminated in the event of any of the following events:

- a) Following the initial period by the mutual written agreement of both Parties,
- b) By either Party, with a minimum of 30 days notice in writing, if the other Party is in material default of any of its obligations under this Agreement,
- c) By either Party, with immediate effect, if the other Party declares bankruptcy enters into liquidation or calls in the Receiver,
- d) By either Party, with a minimum of 30 days notice in writing, in the event that there is a major change in the formation or management of the other Party,
- e) If any amounts are not paid in accordance with a separate agreement then this agreement can be reason for immediate termination,
- f) With a normal 90 days notice by either party. After two years of cooperation, this notice will be extended to 120 days.

#### 13) Effects of Termination

In the event of termination of the Agreement the following shall be applicable.

Distributor Agreement

- KEGIOM LIFTING can, but is not obligated to, buy-back all KEGIOM LIFTING parts held in GUINDASTE ARANHA stock and purchased through KEGIOM



PARA PRODUZIR EFEITO NO BRASIL  
E PARA VALER CONTRA TERCEIROS,  
DEVERÁ SER VERTIDO EM VERNÁCULO,  
E REGISTRADA A TRADUÇÃO.

LIFTING at original invoice prices less 20% delivered to Ovada, provided such parts are in unused condition, in the original packing and good for resale.

14) Trademark

KEGIOM LIFTING agrees that GUINDASTE ARANHA may use the name and trademark of KEGIOM LIFTING and related brandnames (e.g. SPIDER CRANE AND MINI GRUE PANDA LINES) in performing its duties as Distributor for the Products as long as this Agreement remains valid between the Parties. After expiry or termination of the Agreement, GUINDASTE ARANHA shall immediately cease using the brand names and trademarks.

15) Law and Settlement of Disputes

This Agreement shall be governed by and construed in accordance with the law of ITALY.

In the event of any dispute in respect of this Agreement that cannot be amicably settled by the Parties, such dispute shall finally be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, whose decision shall be final and binding on both Parties.

The Arbitration shall be held in Milan, Italy in the English language.

This Agreement is made in two originals and both Parties hereto, through their authorised signatories, have entered into said Agreement on the day and date first stated above.

On behalf of

Kegiom Lifting Signature:.....

Kegiom Lifting  
di Giombetti Francesco e C. Snc  
Via Duchessa di Galliera 2  
19070 OVADA - It - Italy  
Piva Cod Fisc. 01956070062

Guindaste Aranha Signature: .....

*[Handwritten Signature]*  
3.01.2020

36.º VILA MARIA 98 387/0001-081  
GUINDASTE ARANHA Comércio Serv. e Importação Ltda. - EPP  
Rua Filipe Bandeira, 440  
Vila Maria - CEP 02126-020  
SÃO PAULO - SP

ATTACHMENT 1: Dealer Price List and folder for full accessory

ATTACHMENT 2: Product leaflet KEGIOM 200 E3 – Eur 31.500,00

ATTACHMENT 3: Product leaflet KEGIOM 350 E4 - Eur 35.000,00

ATTACHMENT 4: Product leaflet KEGIOM 4000 E4 – Eur 50.000,00

ATTACHMENT 5: Product leaflet KEGIOM COBRA 5000 – Eur 65.000,00

ATTACHMENT 6: Product leaflet KEGIOM PANDA 200 E3 – Eur 20.000,00 (without accessory)

ATTACHMENT 5: Product leaflet KEGIOM PICCOLINO 50 E – Eur 14.500,00 (without accessory)

36.º OFICIAL DO REGISTRO CIVIL DAS PESSOAS NATURAIS - SUBDISTRITO VILA MARIA  
Bel.ª. Sílvia Maria Costa Tymonczak - Oficiala  
AV. GUILHERME COTCHING, 1200 - A - CEP: 02113-012 - VILA MARIA - SÃO PAULO - FONE: 2954-0477

Reconheço por semelhança a firma de: (1) JEFFERSON CANDEO, em documento sem valor econômico. Dou fé.  
São Paulo, 10 de julho de 2020.  
Em testemunha da verdade.

RICARDO CARLOS DE CARVALHO REGIS PERA JOÃO - ESCRIVÃO  
ATENÇÃO: NÃO COLOCAR SELA NEM COLAR SELA DE AUTENTICIDADE  
2000810414484700184519-0469 - ATDE.:1 - Valor:R\$ 4,50

36.º OFICIAL REGISTRO CIVIL  
SÃO PAULO - CAPITAL  
Ricardo Carlos de Carvalho Regis Pera João  
ESCRIVÃO

FIRMA 1  
1086AA652461