

## **GENERAL TERMS AND CONDITIONS FOR PURCHASE AND SERVICES FOR CALDIC LATAM**

This document contains the General Terms and Conditions (T&C) under which Purchase Orders and/or Services issued by CALDIC LATAM will be executed.

### **1. DEFINITIONS**

**1.1** For the purposes of these General Terms and Conditions ("Terms"), the following definitions apply:

- (I) "CALDIC LATAM": means the following companies: Active Pharmaceutica Ltda, ARPROP S.A., Caldic International LLC, Chemical Products International Corporation S.A., Corporación GTM del Perú S.A., Faria Commercial Corp Ltd, Grupo Transmerquim Holdings Spain S.A., GTM Argentina Comercio de Productos Quimicos S.A., GTM Asia Ltd, GTM Chemicals Chile SPA, GTM Colombia S.A., GTM Costa Rica S.A., GTM El Salvador S.A., GTM Ecuador S.A., GTM Guatemala Comercio de Productos QUimicos S.A., GTM Holdings S.A., GTM Honduras S.A. de C.V., GTM Honduras Zona Libre S.A. de C.V., GTM México Products and Services S.A. de C.V., GTM Nicaragua S.A., GTM Panamá S.A., GTM Servicios CR S.A., IQAG Armazéns Gerais Ltda, Nitroquimicos S.A., Panamerican Chemical LLC, Quantiq Distribuidora Ltda, Quimicos Basicos S.A., Sotro Financial Inc., Summit Solutions Corp, Terminales Marítimos Latinoamericanos S.A., Tomino Business Corp.
- (II) "Claims": means any and all liabilities, claims, demands, losses, damages, fines, penalties and costs, including relevant attorneys' fees;
- (III) "Contractor": means the Party that receives a Purchase Order from CALDIC LATAM or shares a Commercial Proposal to CALDIC LATAM;
- (IV) "Purchase Order": document issued by CALDIC LATAM each time it decides to require the Products and/or Services from the Contractor (hereinafter "the Order"). The Order shall state the description of the Products and/or Service, quantity, price, and delivery date required, as well as other relevant information. The Contractor shall expressly notify the total or partial acceptance or rejection of such Order within three (3) working days following its receipt. Orders not expressly accepted within the aforementioned time shall be deemed tacitly accepted. Any provision regarding Purchase Orders is also valid for any Commercial Proposals, if applicable;
- (V) "CALDIC LATAM": means the CALDIC LATAM Group company that has issued the Purchase Order to the Contractor;
- (VI) "Party": means CALDIC LATAM or the Contractor, as indicated in the context;
- (VII) "Parties": means CALDIC LATAM and the Contractor;
- (VIII) "Commercial Proposal" means the document(s) issued by the Contractor, where the Contractor describes and offers to provide Services to CALDIC LATAM;
- (IX) "Products and/or Services": means the products and/or work performed or to be performed by the Contractor in accordance with the Commercial Proposal and/or Purchase Order, including any work product of the Contractor.

**1.2.** These Terms and Conditions shall prevail in the event of any discrepancy between the Commercial Proposal and/or Purchase Order, or any other negotiations, and these Terms and Conditions, except when there is a specific contract between the Contractor and CALDIC LATAM.

**1.3.** The Contractor shall be deemed to have accepted the request for products and/or services by CALDIC LATAM and these T&Cs when the Contractor (i) initiates the execution of the order, (ii) confirms the order, or (iii) assumes any other conduct that acknowledges the existence of these T&Cs or other document related to the order. The delivery of the products and/or performance of the services is limited and conditioned to the Contractor's acceptance of these T&Cs. CALDIC LATAM opposes and rejects, through these T&C, any other proposal by the Contractor of additional or different terms to those contained in this document.

### **2. PRICE AND METHOD OF PAYMENT**

**2.1** As remuneration for the services rendered and/or products supplied, CALDIC LATAM shall pay the Contractor the amounts indicated in the Purchase Order. The price payable to Contractor under the terms of these T&Cs includes all costs, inputs, expenses, charges, profits, and taxes incident or necessary to the performance of the Purchase Order by Contractor. No additional costs and/or expenses incurred in the performance of the Services or supply of Products shall, in any way, be reimbursed to the Contractor. The Contractor assumes all tax obligations, principal and incidental, arising from the Commercial Proposal or Purchase Order.

**2.2** CALDIC LATAM reserves the right to make payments to the Contractor on the first working day of the month following the due date of the invoice.

**2.3** In the following cases, the Contractor must request a new approval of price and volumes from CALDIC LATAM:

- (I) Failure to comply with the established shipment date in the purchase order,
- (II) Delivery of the product on a non-agreed-upon date,
- (III) Failure to meet the requested quality standards, or
- (IV) Discrepancies in the supplied quantity that affect the operation, project completion time, or service.

**2.3.1** In any of these events, CALDIC LATAM reserves the right to cancel the purchase order, without payment of fines or any kind of damages or compensation to the Contractor.

**2.3.2** Furthermore, if the Contractor wishes to make additional modifications to the purchase order, these must be expressly and priorly accepted by CALDIC LATAM, who may, at its discretion, reject them.

**2.3.3** In the event of non-compliance, subject to prior agreement between the Contractor and CALDIC LATAM, and if the cancellation of the purchase order does not occur, the Contractor is obliged to assume any additional costs that may arise from any of the aforementioned events in CALDIC LATAM's operations.

### **3. PURCHASE ORDERS**

**3.1** For all purchase orders, the following supporting documents must be sent, no later than two (2) business days after delivery.

- (I) **Invoice:** This document must include the purchase order number generated by CALDIC LATAM.
- (II) **COA:** Certificate of analysis corresponding to the batch(es) that will be delivered by the Contractor, if applicable.
- (III) **BL:** Applicable for products imported by sea.
- (IV) **Transportation Guide:** Applicable for products imported by air.
- (V) **Transit Letter:** Applicable for products imported by land.
- (VI) **Packing List:** Applicable for imported products.
- (VII) **Certificate of Origin:** Applicable for imported products.
- (VIII) **Insurance policy:** Applicable for imported products.
- (IX) **MSDS:** Safety data sheet for the product to be delivered, in SGA format (globally harmonized system) and in Spanish, 100% of the composition of the product must be described and, in the case of being described in range, all of the ranges must add up to 100% of the composition, if applicable.
- (X) **TDS:** If applicable, technical data sheets of the product to be delivered, physical-chemical characteristics, presentation and commercial uses, this must also come in Spanish (These two documents are required in Spanish due to the control carried out by most of the America country's security entities).
- (XI) **ISO:** If applicable and available
- (XII) **Registration of High Security Seals:** Applicable to imported products, indicate the number of High Security Seals installed at the origin of the containers and/or cargo units dispatched to Caldic LATAM's companies in Colombia, ensuring compliance with ISO 17712:2013 Standard.
- (XIII) **ISO 17712:2013 Standard Certificate:** If existent.
- (XIV) **Origin Supplier Security Protocol:** Applicable to imported products.

(XV) **Container or cargo unit inspection record:** Applicable to imported products, (Format and/or photographs) of the seven points: front wall, left side, right side, floor, interior/exterior ceiling, interior and exterior doors, exterior and bottom section.

(XVI) **Container closure record:** (include photo) Applicable to imported products.

**3.2** Likewise, the Contractor shall be responsible for obtaining from the public bodies, at its sole expense, as well as for keeping at CALDIC LATAM's disposal for its presentation whenever required, the appropriate certificates, licenses, permits, authorizations and/or authorizations, under its responsibility, which are necessary for the supply of the products object of this purchase order, including, but not limited to, those of an environmental nature, as appropriate.

#### **4. PENALTIES**

**4.1** In the event of failure by the Contractor to comply with the provisions of the Commercial Proposal and/or Purchase Order, the Contractor shall be subject to payment of a daily penalty in the amount of one percent (1%) of the total value of the Purchase Order, due from the date such failures or delays are identified by the amount supervision until the date of fulfillment of the obligation. The application of the penalty provided for in this Clause shall not prevent CALDIC LATAM from claiming compensation for damages due or terminating the business relationship with the Contractor or the fines eventually established in the Purchase Order.

**4.2** CALDIC LATAM reserves the right to deduct/withhold from the payments due to the Contractor the amounts corresponding to, among others: (i) debts that the Contractor has caused or expenses that CALDIC LATAM may incur as a result of the correction of faults committed by the Contractor; (ii) the value of materials or equipment of CALDIC LATAM, whose supply was the Contractor's obligation; and (iii) any monetary penalties owed by the Contractor for breach of any obligation provided for in this document.

#### **5. TERM**

**5.1** Any Purchase Order or Commercial Proposal may be terminated upon sixty (60) days written notice to the other Party, with no penalty or indemnity payable, except for the performance of all obligations assumed up to the effective resiliency date.

**5.2** Any Purchase Order or Commercial Proposal may also be terminated in the cases below, by simple written communication to the other Party, without prejudice to the payment of any indemnity:

- (I) By either Party, if the other Party enters into bankruptcy, judicial or extrajudicial reorganization, or judicial or extrajudicial liquidation;
- (II) By either Party, if the other Party breaches any of the Clauses or conditions of this T&C, Purchase Order or Commercial Proposal;
- (III) By either Party, in the event of an act of God or force majeure, provided that the occurrence of the event and the impossibility of continuity or completion of the Services are duly proven by the Party;
- (IV) By CALDIC LATAM, if the Contractor does not submit within five (5) days from the date of the respective request, proof of compliance with its tax, labor, social security, and insurance obligations;
- (V) By CALDIC LATAM, if, in the event of a work accident with any person hired by the Contractor assigned to the execution of the Purchase Order or Commercial Proposal, and the Contractor has failed to comply with the internal, technical and safety standards and procedures set forth in the Purchase Order, Commercial Proposal or this T&C, where applicable; or
- (VI) By CALDIC LATAM, in the event of dissolution of the company, corporate change or modification of the Contractor's object or structure, which would be detrimental to the provision of the Services.

**5.3** In no event shall CALDIC LATAM be liable to the Contractor or any third party for any loss or damage arising from the termination to which the Contractor has given cause.

**5.4** In case CALDIC LATAM no more requires the material or services which are contained in any Purchase Order or Commercial Proposal, it has the right to terminate the purchase order or commercial proposal as a whole or partially by means of sending a written notice, without any requirement to provide a rationale.

#### **6. OCCUPATIONAL LIABILITY**

**6.1** The Contractor shall be solely and exclusively responsible for all tax, labor, social security, and insurance obligations affecting the persons engaged for the performance of the Services and for any acts committed by the Contractor on or such persons, in any field and jurisdiction. These T&Cs do not imply the formation of any relationship or employment relationship between CALDIC LATAM and the Contractor's partners, or between CALDIC LATAM and the persons hired by the Contractor for the execution of the Purchase Order, and CALDIC LATAM is released from any direct or indirect liability or labor, social security or indemnity obligation, with respect to the Contractor and the persons it hires for the provision of the Services contracted hereunder.

**6.2** The Contractor shall be solely and exclusively liable for any claims and/or actions brought by persons engaged by the Contractor or by any authority or third parties arising out of any action or omission by the Contractor, and shall hold CALDIC LATAM completely harmless from such claims and/or actions, undertaking to fully reimburse CALDIC LATAM (including the amount of the sentence imposed, court costs, attorneys' fees, losses and damages) in the event that it is held liable in any such claims and/or actions.

#### **7. CONFIDENTIALITY**

**7.1.** The Contractor acknowledges that, in the exercise of its duties set forth in this T&C and any Purchase Orders or Commercial Proposals, it may have access, voluntarily or involuntarily, to proprietary or confidential information of CALDIC LATAM, its customers or third parties. For this reason, the Contractor undertakes, including by persons hired by the Contractor, to maintain complete confidentiality in relation to the Confidential Information, and shall not disclose, transfer, or dispose of such information in any manner or for any reason whatsoever, except with the prior express written authorization of CALDIC LATAM. If, as a result of a court order the Contractor is required to disclose such information to a third party, the Contractor shall inform CALDIC LATAM in this regard and shall take all appropriate legal measures, at its expense, to prevent the disclosure of such information or, if this is not possible, shall disclose only that part of the information that is strictly necessary to comply with such court order. The obligations set forth in this Clause shall remain in effect for a period of five (5) years after the termination of any Purchase Order or Commercial Proposal, in any capacity, even if due to CALDIC LATAM's fault and/or initiative. The confidentiality obligation related to commercial secrets will remain in force as long as the Confidential Information qualifies as a commercial secret according to the applicable law.

#### **8. CONTRACTOR'S OBLIGATIONS**

**8.1** The Contractor's obligations are as follows:

- (I) Strictly comply with CALDIC LATAM's specifications and guidelines with respect to the execution of the Purchase Order or Commercial Proposal;
- (II) Issue, if agreed with CALDIC LATAM, periodic reports containing information on the execution of the Purchase Order or Commercial Proposal;
- (III) Be responsible for all materials, equipment, and expenses of its employees and/or contracted third parties, necessary for the execution of the Purchase Order or Commercial Proposal, unless otherwise agreed with CALDIC LATAM in writing;
- (IV) Communicate to CALDIC LATAM, immediately and in writing, any problem or difficulty in the execution of the Purchase Order or Commercial Proposal, as well as provide all necessary clarifications in this regard;
- (V) Communicate to CALDIC LATAM in writing:
  - a. Any change in technical literature and in the Safety Data Sheet: 1 month before the change.

- b. Necessary change in the production process or change in the materials used that can be applied in the specification, at least 3 months in advance.
- c. Intention to change the manufacturing plant in relation to the approved plant, at least 2 months before the start of production.
- d. Change in product specification and expiration date, at least 1 month before the change.
- (VI) Share with CALDIC LATAM any changes in the production process that affect the commitment to ensure the supply of products in sustainable areas below:
  - a. Climate: actions to mitigate climate change by reducing greenhouse gas emissions and constant adaptation to the environment.
  - b. Energy: improved energy efficiency.
  - c. Circularity: efficient use of materials, acting on waste management, with a focus on recycling and circularity.
  - d. Health and Safety: health, wellness and safety policies for employees and contractors, in order to keep the surrounding community safe, minimizing risks.
  - e. Human rights and labor practices: respect for internationally recognized human and labor rights, in line with current legislation and best practices in the segment in which it operates.
  - f. Diversity, equity and inclusion: inclusive and diverse work environment, ensuring equal and fair treatment with opportunities for all people.
  - g. Sustainable supply chain: incorporation of sustainability requirements in the supply chain.
  - h. Quality: commitment to ensure the supply of products, meeting customer needs and complying with industry standards, notifying the existence of any deviation or manufacturing non-conformity in the supply chain.
- (VII) Submit, at CALDIC LATAM's request at any time, documents demonstrating its financial suitability and its legal, tax and social security regularity, being certain that, in the event of non-submission, CALDIC LATAM shall be authorized to terminate the Purchase Order or Commercial Proposal for good reason;
- (VIII) Use only qualified, trained, and skilled labor in compliance with all applicable labor regulations. The Contractor shall refrain from using child, slave, or slave-like labor in all its activities related to the execution of the Purchase Order or Commercial Proposal and undertakes to follow sustainability criteria and practices in all its activities.
- (IX) In case of a Purchase Order requesting the supply of products, supply the products in containers that protect them during transportation and storage and that comply with the standards specified in the Purchase Order, in applicable logistic agreements or as established by CALDIC LATAM. Where the Purchase Order expressly permits the Contractor to charge separately for returnable containers, the Contractor shall not charge more than the actual cost on the date the Purchase Order was issued and shall invoice the containers separately, with each invoice to be credited on return of the container by CALDIC LATAM to the Contractor or its carrier.
- (X) In order to identify if the product was nationalized in the United States of America, the Contractor must notify if the supplied products meet one or more of the following requirements:
  - a. Product 100% manufactured in the United States of America
  - b. Product containing components that have been produced in the United States of America
  - c. Product that has touched soil of the United States of America in its import or dispatch logistics proceedings.

**8.2** The Contractor shall maintain a system designed and implemented to achieve compliance with all applicable legislation and other recognized standards related to health, safety, and environmental protection ("HSE"), sustainability and corporate responsibility ("HSE Requirements"), aiming at continuous improvement. The Contractor shall periodically evaluate this system and implement continuous improvement

opportunities. Upon written request, the Contractor shall provide CALDIC LATAM with documentation of this system. In the case of supply of products, all products supplied by the Contractor under the terms of the Purchase Order shall be formulated, designed, constructed, finished, packaged, and labeled so as to comply with all applicable SSA Requirements. The Contractor shall fully disclose to CALDIC LATAM all materials and substances contained in the products using the International Sustainability Rating System (ISRS). The Contractor shall also economically use raw materials, energy, water, and other natural resources and seek to continuously improve the environmental sustainability of the products throughout their life cycle (production, use and disposal). The Contractor shall provide the information requested by CALDIC LATAM to satisfy CALDIC LATAM's SSA requirements.

**8.3** In cases of Purchase Order for sale of Products, the Contractor shall provide a warranty period of one (1) year from acceptance of the Purchase Order by the Contractor, unless a different term is set forth in the Purchase Order. Also, if any Products supplied under the Purchase Order and during the warranty period, are found to be defective, are considered unacceptable, do not meet the agreed specifications or has any fault, CALDIC LATAM may at its option: (i) reject the Products and return them to the Contractor at the Contractor's cost and risk, so that the Products may be repaired, for which the Contractor shall agree with CALDIC LATAM within twenty-four (24) hours after notification of the defect or damage the delivery time of the repaired products; (ii) reject the Products and return them to the Contractor at the Contractor's cost and risk, to request the Contractor to replace them, for which the Contractor shall agree with CALDIC LATAM within twenty-four (24) hours following notification of the defect or damage the delivery time for the replacement of the respective Products with another of the same kind; (iii) reject the Products and return them to the Contractor at the Contractor's cost and risk, in order to obtain a refund of the monies paid by the Contractor. Any repaired or replaced Products shall enjoy the same warranty as the Products originally supplied.

**8.4** Without prejudice to what is mentioned in these T&C, the Contractor shall guarantee that the Products during the warranty term will comply with the required specifications indicated in the Purchase Order and other specifications given by CALDIC LATAM, being free of defects and useful for the purpose for which they were required, as well as comply with all the laws applicable to them, be new and certified in the applicable cases. The Contractor further warrants that it has valid title to the Products and the Products are free from any lien, attachment, encumbrance, encumbrance or resolutive condition and will not allow them to be affected by such limitations.

**8.5** In cases of Purchase Order for the provision of Services, in case of failure, defect or delay by the Contractor, during the performance of the service or during the warranty term, CALDIC LATAM at its option may: (i) require the remediation of the defect, failures or delays to the Contractor, who shall inform CALDIC LATAM within twenty-four (24) hours of the defect or damage and the remedial action plan to be followed, which shall be executed at its own cost without charging CALDIC LATAM any sum whatsoever; or (ii) in the event that the Contractor fails to submit the remediation plan within the indicated time or in the event that it is not approved by CALDIC LATAM, CALDIC LATAM may perform the remedial actions of the Services at the Contractor's risk. In all cases, the Contractor shall assume all remediation costs, additional costs incurred, or damages caused to CALDIC LATAM as a result of such non-compliance. All of the above, without prejudice to the application of the other legal actions and tools agreed in these General Terms and Conditions.

**9. CALDIC LATAM'S OBLIGATIONS** CALDIC LATAM's obligations are as follows:

- (I) Provide the documentation and information necessary for the execution of the Purchase Order or Commercial Proposal, which are the responsibility of CALDIC LATAM;
- (II) Manage together with the Contractor the schedule of the Services to be rendered, if applicable;
- (III) Make payments due for the provision of the Services, under the terms specified in this T&C, the Purchase Order or Commercial Proposal.

## 10. FORCE MAJEURE

**10.1.** The Parties shall not be liable or responsible for any failure to perform their obligations resulting from the occurrence of fortuitous events or force majeure, including, without limitation, any loss, damage, delay or breach of this instrument arising out of or resulting from natural disasters; pandemic; quarantine; epidemic; act of war; ("Force Majeure") provided that the occurrence of such events has demonstrably prevented the affected Party from performing such obligations and to the extent of such impediment. The following events shall not be considered Force Majeure: (i) Allegation of breach of obligations by contractors, subcontractors, agents and/or agents, unless such breach demonstrably results in the occurrence of a Force Majeure event; (ii) Events caused by acts committed by the affected Party, its contractors, subcontractors, agents, with malpractice, recklessness or negligence, or representing omission or transgression of applicable law; (iii) Strikes by employees, subcontractors (or employees thereof), employees or representatives of the affected Party or its Affiliates. Any Party that, totally or partially, is unable to comply with any of its obligations resulting from the occurrence of a Force Majeure event shall notify the other Party, within five (5) business days, including a detailed description of the same and the obligations affected, also providing an estimate of its duration and actions intended to allow the resumption of the performance of the contractual obligations in the shortest possible time, as well as, upon termination and/or repair of the Force Majeure event, immediately notify the other Party, resuming the performance of the obligations set forth in this T&C, the Purchase Order or Commercial Proposal. A Party that is unable to perform its obligations due to a Force Majeure event shall make every effort to remedy the effects and duration of such event, when possible. The parties may also mutually agree to suspend the execution of the Purchase Order in the event of a force majeure event.

## 11. CORRUPTION, ANTITRUST AND PERSONAL DATA COMPLIANCE

**11.1** The Parties shall comply with all rules and regulations applicable to the performance of the Purchase Order, including, but not limited to, data privacy regulations, anti-corruption regulations, anti-trust regulations, export controls/sanctions, as well as environmental regulations. The Contractor also declares that it is aware of and accepts the CALDIC LATAM Contractor Code of Conduct, the Contractor and Client Data Protection Policy and the Sustainable Purchasing Policy, all that can be requested at any time from your contact person at CALDIC LATAM and are available on the website [www.caldic.com](http://www.caldic.com).

**11.2** Each party represents and warrants that it is aware of the Anti-Corruption Laws (any applicable domestic or foreign anti-bribery and anti-corruption laws and implementing rules and regulations and changes thereto, including, without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 ("UKBA") and the laws and regulations proposed to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business) and neither party shall, directly or indirectly, with respect to this T&C, the Purchase Order or Commercial Proposal, take any action in violation of the Anti-Corruption Laws nor cause the other party or its directors, advisors, employees and/or Affiliates to violate the Anti-Corruption Laws. Each party shall indemnify and hold the other party harmless from and against any claims, actions, investigations, penalties, and fines of any kind resulting from its failure to comply with the provisions contained in this Compliance Clause. This provision shall survive any termination of the business relationship between the parties.

**11.3** In addition, each party declares and ensures that it is aware of the Antitrust Laws, including, but not limited to, the Sherman Antitrust Act in the United States of America and the Treaty on the Functioning of the European Union (TFEU), and that neither party will exercise, directly or indirectly, in connection with this T&C, any act that constitutes a violation of Antitrust Laws nor will either party cause the other party or its officers, directors and/or affiliates to violate antitrust laws.

**11.4** If the parties process any personal data, whether sensitive or not, under these T&Cs, the parties undertake to observe and comply with the obligations arising from the applicable national and international laws

and regulations on privacy and data protection. The parties also undertake to take all security measures to protect the personal data transmitted by one party to the other, and each party is responsible for the misuse it makes of the Personal Data to which it has access as a result of these T&Cs and shall indemnify the injured party against the occurrence of claims and penalties that may be applicable, arising from breaches by the party. The Parties may collect and process personal and/or business data received from the other Party for the sole purpose of executing these T&Cs, customer administration, purchasing, sales and/or marketing. The legal grounds for this are the execution of these T&Cs, the fulfillment of legal and regulatory obligations and/or the fulfillment of legitimate interests. Personal data will only be transmitted to processors, recipients and/or third parties to the extent necessary in the context of the aforementioned purposes.

## 12. GENERAL PROVISIONS

**12.1** The Contractor undertakes to conduct a systematic risk management process, with the objective of, to the extent possible, identifying and mitigating risks and threats to its existence or other major risks that may generate a material impact on its business relationship with CALDIC LATAM and, eventually, on CALDIC LATAM's business. The Contractor undertakes to perform this process with due care, adopting all preventive procedures required or recommended to avoid the risks mentioned above to CALDIC LATAM. The process shall also include subcontractors of the Contractor. Upon request, the Contractor agrees to provide CALDIC LATAM with information on its risk management processes, applicable methods, procedures, and results, and agrees to support research related to risk assessment and safeguarding.

**12.2** CALDIC LATAM shall not be liable, in any circumstance, for additional costs, special, indirect, economic, incidental, exemplary, punitive or consequential damages arising, arising from its action or its subcontractors or suppliers, as well as a result of the execution of the Purchase Order or Commercial Proposal, including any lost revenue or profits, business interruption or damage to business reputation, regardless of the theory upon which any claim may be based, including, without limitation, tort, breach of contract, breach of warranty, negligence, or any statutory cause of action, or for any attorney's fees in any action by Contractor.

**12.3** Hazardous materials: Contractor agrees to provide, upon request by CALDIC LATAM, to comply with applicable laws governing the use of any hazardous substance, any of the following: (a) all documentation reasonably necessary to verify the material composition, substance by substance, including quantity used of each substance, of any Products and/or any process used to manufacture, assemble, use, maintain or repair any Products; or (b) all documentation reasonably necessary to verify that any Products and/or any process used to manufacture, assemble, use, maintain or repair any Products, do not contain and the Services do not require the use of any particular Hazardous Substance specified by CALDIC LATAM.

**12.4** Notwithstanding what is stated in the Purchase Order Commercial Proposal, CALDIC LATAM may, at any time prior to the delivery date stated in the Purchase Order, make modifications to the Purchase Order, make changes to the specifications of the Products/Services, or cancel them. Such changes shall be deemed accepted by the Contractor unless within five (5) business days following receipt of the notice of change it expresses its non-acceptance in writing to CALDIC LATAM because it considers that such changes cause an impact on the cost or time required for execution, in order to agree on a proportional and equitable adjustment. If the Contractor does not state anything within said term, the change shall be deemed accepted without modification of the other conditions and nothing shall excuse the Contractor from compliance.

**12.5** Recall. In the event of any recalls, CALDIC LATAM shall be exempt from any liability. Any and all liability and claims shall be the Contractor's sole and exclusive responsibility. Contractor will reimburse CALDIC LATAM for any costs, expenses, fines, direct or indirect damages and fees paid by CALDIC LATAM due to a recall of the products.

**12.6** The Contractor is responsible for all the losses and damages caused to CALDIC LATAM, its members and/or any third parties, arising

from its action or its subcontractors or suppliers, as well as a result of the execution of the Purchase Order or Commercial Proposal.

**12.7** The Contractor shall release and hold CALDIC LATAM harmless from any claims, demands, claims and representations of any nature whatsoever, arising from its action or its subcontractors or suppliers, as well as a result of the execution of the Purchase Order or Commercial Proposal.

**12.8** Communications. All communications relating to these T&Cs shall be in writing and shall be deemed to have been made when delivered to the addresses indicated on the Purchase Order or Commercial Proposal.

**12.9** Prohibition of the use of CALDIC LATAM symbols. The Contractor is prohibited from using logos, trademarks, expressions, names, products, or any other identifying elements of CALDIC LATAM or any other company in CALDIC LATAM's economic group, without the prior express written consent of the latter.

**12.10** No mandate. The Parties expressly acknowledge that the Contractor is not the agent or representative of CALDIC LATAM and, therefore, cannot assume responsibilities or obligations on behalf of CALDIC LATAM.

**12.11** The Contractor may not subcontract the performance of the Services that are the object of this T&C, Purchase Order or Commercial Proposal and/or the supply of equipment and/or materials necessary for its performance, without prior written authorization from CALDIC LATAM.

**12.12** Absence of violation of third-party rights. The Contractor represents and warrants that it has the right to enter into any Purchase Order or Commercial Proposal, agree with this T&C and to perform all of its obligations hereunder without violating any rights of any third party.

**12.13** Waiver. The failure of either Party to exercise any of its rights, or to enforce any of these T&Cs, shall not be deemed a waiver of such rights, except for rights specifically limited as of the date of exercise, nor shall it preclude either Party from enforcing or exercising such rights.

**12.14** The Parties may choose the jurisdiction of the place where the product was delivered or the service was rendered or the jurisdiction of CALDIC LATAM's domicile to resolve any issue arising from these T&C, waiving any other, however privileged.