

Purchase Order		Revision	Supplier No		Our Order Date		
A100277558		0	G-119856		09/09/2024		
Delivery Address			Supplier Address				
Sociedad Portuaria Terminal de Contenedores de Buenaventura S.A.			Asturias Soluciones De Ingenieria Buceo Comercial Y Dragado S A S				
Cra. 28A N° 7-152 vía alterna-inter			CL 3 # 1A-31 ED. COSMOS PACIFICO				
na. Inmaculada Buenaventura			764501 - Buenaventura				
764511 - Buenaventura			Valle del Cauca				
CO - COLOMBIA			CO - COLOMBIA				
Buyer Name :			Michel Dayana Riascos Hurtado		Attn :		
Buyer Email :			michel.r@apmterminals.com		Terms Of Delivery :		
					Delivered Duty Paid		
					30 Days Net		
					Combination of Transportation Modes		
Line	Your Part No		Del. Date	Quantity	Price	Disc.%	Net Amt
Rel	Our Part No	Description		UoM			
1			03/01/2025	1	188,280,000.00	0	188,280,000.00
1	G-300023	G-300023 GPG -SERVICIO DE INSPECCIÓN BAJO FONDEO CIMENTACIÓN PILOTES DIQUE ALBA Y ESTUDIO ESTRUCTURAL Urgent Need		SERVICE			
Work Order Reference		40456615/1956890/					
Total Amount					COP	188,280,000.00	

LOCAL TERMS AND CONDITIONS

- The only mailboxes authorized to receive electronic sales invoices are:800084048@factureinbox.co/recepcion.facturas@tc buen.com
- The mailbox authorized to receive collection and/or advance accounts is:contabilidad@tc buen.com
- To guarantee events of RADIAN.All suppliers must send electronic sales invoices from their electronic platform.Otherwise,it will be understood as not received and the payment process will not proceed
- In the event that elements/supplies fall under the free regime,the following must be specified on that invoice:a) Its actual or approximate weight;and b) Its corresponding tariff item
- Any chemical and/or dangerous product must be delivered to the warehouse together with their safety data sheet (MSDS),otherwise the delivery will be rejected
- Goods receiving schedule:TUESDAY to THURSDAY(8:00 to 12:00 and 14:00 p.m. to 17:00)
- The goods will be received only by warehouse team members at the authorized area for unloading
- The merchandise must be delivered in its original packaging or properly palletized
- The supplier accepts during the quotation process to meet the security protocols and regulations for access to the terminal facilities to fulfil with the delivery of goods.Goods will not be received at any time outside the terminal
- Inspection and review of technical compliance of goods will be made on FRIDAY (8:00 to 12:00),which will result in acceptance reports or news for return of goods to suppliers
- Delivery and pick-up of goods for repair service shall be within the authorized area,suppliers must follow the security regulations for access to the facilities Goods will not be delivered at any time outside the terminal
- It is the supplier's obligation to comply with the security regulations to access TCBUEN facilities
- It is the suppliers obligation to receive a Purchase Order and confirm in an email as acceptance
- All suppliers must include the Purchase Order number in their Invoice
- Any supplier that provides service for Civil Works,must send the delivery certificate to the Facilities area

Visitor Address: Sociedad Portuaria Terminal de Contenedores de Buenaventura Cra 28a n 7-152 B/inmaculada-Via interna alterna - Barrio la Inmaculada	Delivery Address: Sociedad Portuaria Terminal de Contenedores de Buenaventura Cra 28a n 7-152 B/inmaculada-Via interna alterna - Barrio la Inmaculada	Phone: +57 3176451905 Invoice Address: recepcion.facturas@tc buen.com 800084048@factureinbox.co	E-mail: comprastcbuen@apmterminals.com WEBSITE: https://www.tcbuen.com/ Tax Number: 800084048-5
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GENERAL TERMS AND CONDITIONS:

1. Preamble

These general APMT Purchasing Conditions (the "Conditions") shall apply to any agreement or purchase order by the APMT entity ("Buyer") to the supplying entity ("Supplier") whose details are set out in the agreement or purchase order (hereinafter individually referred to as "Party" and collectively referred to as "Parties").

By confirming the agreement, purchase order or by performing or supplying any goods and/or services set forth in the order or invoicing pursuant to the agreement or purchase order Supplier expressly agrees and accepts all terms of the agreement or order and these Conditions which shall together with the order and any documents referred to in shall form the agreement covering the delivery of the respective goods or services ("Agreement"). Any additional or different terms or conditions proposed by Seller are deemed void and rejected unless expressly agreed to in writing by Buyer.

2. Price, Invoicing, Payment and Taxes

Price and charges shall be the firm and fixed fees and charges for the delivery of the goods and/or services stated in the order or in a price list attached to the order

No other charges. Apart from VAT (as set out below), the fees and charges shall include all costs and expenses, whether internal or external or direct or indirect incurred by Supplier in complying with the obligations set out in the order and these Conditions or required by law.

E-Catalogue. If requested by Buyer in writing, Supplier shall submit or upload all relevant information of the Goods/Services (including prices), as the case may be in Excel format or directly to Buyer's "e-Catalogue System". The details shall include, but are not limited to: 1. Supplier part number, 2. Short Description of each item, 3. Unit of Measure, 4. Export Controlled (Yes/No – including needed Export Control information as outlined Schedule 3, "Compliance", when yes) and 5. Lead Time. Supplier is responsible for keeping the aforesaid information updated at all times and must notify Buyer without undue delay on discovery of any incorrect data. Buyer will rely on Supplier's data in the Excel spreadsheet or, as the case may be, the e-Catalogue when making a purchase under a Purchase Order (except in the case of obvious error).

Invoicing. If not agreed differently invoices shall be in English, addressed to Buyer and include all necessary references to the specific goods and services provided and Buyer's references including Buyer's name, contact person and department, order number, place of delivery, quantity and description of the goods or services (in the same sequence as in the order). With regards to taxes each invoice shall show (i) the governing VAT rate applicable to the charges being invoiced; (ii) the VAT registration number of Supplier; and (iii) the VAT registration number of Buyer.

Due payment and non-payment. Payment shall be due and payable current month + 60 (sixty) days from delivery and Buyer's receipt of complete and correct invoice at the address stated in the PO if not disputed by Buyer prior hereto in writing. In the event Buyer has not received invoice of the goods or services under an order at the address stated in the order 180 (one-hundred and eighty) days after the delivery of the goods or completion of the services such goods or services shall not qualify for invoicing and shall not be payable.

VAT and Taxes. All prices and rates contained in this Agreement are exclusive of VAT but inclusive of all other taxes, duties and charges including, but not limited to, corporate income taxes, individual taxes and other social contributions (labour law taxes). Notwithstanding anything else herein to the contrary, the Buyer may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local corporate, income, employment, or any other taxes or duties as may be required to be withheld pursuant to any applicable law or regulation where Supplier is the tax subject. Supplier acknowledges that it may have tax obligations outside of its state of residence or incorporation or the state from where it operates, including specific tax reporting or filing obligations.

Right to set off payment. Buyer reserves the right to set off payments against any amount validly in dispute or owed to Buyer by Supplier.

3. Delivery, Title and Risk

Incoterms. Unless otherwise provided in the order delivery terms for (i) the goods shall be DDP (Incoterms 2010) at the delivery point and on the date stated in the order with all necessary customs invoices and delivery notes (issued in duplicates in English), advice notes, bills of lading and other documents ordinarily accompanying such goods and (ii) the services at the delivery point and on the date stated in the order.

Title and risk. Without prejudice to Buyer's rights and remedies herein, title and risk of the goods pass to Buyer, and Supplier remains fully responsible for, all goods until delivery, whereas title and risk of the services shall pass to Buyer upon confirmed completion of the services, unless otherwise provided in the purchase order or agreement. Supplier remains responsible for all goods leased to Buyer.

Delay. Time is of the essence in the performance of the order, and if delivery of items is not made in the quantities and at the times specified in the order, or rendering of services is not completed at the times specified in the order, Buyer reserves the right without liability, and in addition to its other rights and remedies, to take either one or all of the following actions: (a) direct expedited routings of items (the difference in cost between the expedited routing and the order routing costs shall be paid by Supplier); (b) terminate the Purchase Order by notice effective when received by Supplier as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Supplier with any loss incurred; (c) demand that Supplier pays Buyer a sum by way of liquidated damages of 5% (five per cent) of the total charges to be paid under the order per day of delay, however such liquidated damages shall not exceed a total of 50% (fifty per cent) of the total charges of the order in question. Supplier shall be liable for excess transportation charges, delays or claims resulting from Supplier's deviation from Buyer's routing instructions. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control, without its fault or negligence and which it could not have mitigated; provided, however, that when Supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. If Supplier's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Supplier and subcontractor and without the fault or negligence of either of them and which they could not have mitigated and the items to be furnished or services to be rendered were not obtainable from other sources in sufficient time to permit Supplier to meet the required delivery or performance schedule.

Excess. Buyer will have no liability for payment for items delivered to Buyer which are in excess of quantities specified in the order. Such items shall be subject to rejection and return at Supplier's expense, including transportation charges both ways.

4. Packing, Marking and Restricted Articles

Packing requirements. Unless it is set out differently in the order all goods delivered (including each successive deliveries) shall be packed in non-wooden packaging, presented with a "Non-wooden Packaging Declaration" or alternatively approved wooden packaging. In case above requirements are not complied with Buyer has the right to reject the delivery or re-package the goods at Supplier's expense. All goods shall be delivered in a secure and appropriate packing suitable for domestic or overseas transport with due consideration to the generic nature and composition of the goods supplied. Each order must be packed separately to ensure proper registration and receipt. Supplier is allowed to pack several orders on the same pallet, as long as each order is packed in its own package. Pallets containing packages for several orders shall be labelled with an A4 sized sign "Mixed Pallet" or "Split Pallet". Supplier must pack multiple packages for a single order on the same pallet. Supplier may not split an order with multiple packages over several pallets unless the order is so large that it fills one pallet and needs to be packed on a second pallet. Supplier shall otherwise follow any reasonable handling and packing instructions given by Buyer.

Marking. Each delivery shall be clearly marked with Buyer's name and address, Buyer's order number, place of delivery and consignee on the exterior of the package(s) and be included in the documentation. Restricted articles must be marked and packed according to the IMO/IATA/ADR/RID rules and regulations in force at the time of delivery. Likewise, all documents/- certificates prescribed in IMO/IATA/ADR/RID must accompany the goods but should not be enclosed in the package(s).

5. Inspection and Acceptance

If specifically agreed between the Parties in writing Buyer shall examine the items delivered but only with regard to quantities and externally visible damages.

Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Supplier's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Supplier's risk and expense, including transportation charges both ways. No replacement of rejected items shall be made unless specified by Buyer in writing.

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de Buenaventura
Cra 28a n 7-152 B/Inmaculada-Via interna
alterna - Barrio la Inmaculada

Delivery Address:
Sociedad Portuaria Terminal
de Contenedores de Buenaventura
Cra 28a n 7-152 B/Inmaculada-
Via interna alterna - Barrio la Inmaculada

Phone:
+57 3176451905
Invoice Address:
recepccion.facturas@tc buen.com
800084048@factureinbox.co

E-mail:
comprastcbuen@apmterminals.com
WEBSITE:
https://www.tcbuen.com/
Tax Number:
800084048-5

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Buyer shall not be liable for failure to accept any of the items, if such failure is the result of any cause beyond the control of Buyer. Among such causes, but not definitive thereof, are fires, floods, force majeure, strikes, differences with employees, casualties, delays in transportation, shortages of cars, inability to obtain necessary materials or machinery or total or partial shutdown of Buyer's location for any cause. Acceptance of any of the items shall not bind Buyer to accept future shipments, nor deprive it of the right to return items already accepted.

Acceptance of all or any part of the items shall not be deemed to be a waiver of Buyer's right either to cancel or to return at Supplier's risk and expense all or any portion of the items because of failure to conform to this order, or by reason of defects, latent or current, or other breach of warranty, or to make any claim for direct damages, including damage to materials, or articles caused by improper boxing, crating or packing or loss of business. Such rights shall be in addition to any other remedies provided by law.

6. Compliance

General compliance. Supplier shall comply with and shall ensure that all sub-contractors comply with all national or international laws, rules, regulations, orders, conventions, directives or ordinances in force from time to time which are applicable to the delivery or performance of goods or services and/or relate to the provision, licensing, approval or certification of the goods or services, including but not limited to those relating to anti-corruption, occupational health and safety, environmental matters, wages, working hours and conditions of employment, International Bill of Human Rights, sub-contractor selection, discrimination, data protection and privacy.

Export Control Regulation. Supplier shall comply with and shall ensure that all sub-contractor's comply with all laws, regulations and rules applicable to delivery of the goods and services including without limitation United States and European Union ("U.S. or EU") regulations and controls involving export and re-export of goods, software and technology as well as in regards to any countries embargoed under U.S. laws or regulations or any decision, directive or regulation issued by the Commission or Council of the EU plus all other relevant Trade Regulations including but not limited to USA, EU and Singapore if applicable. To the extent any goods or parts of goods (including software and technology) supplied by Supplier to Buyer are subject to any such economic sanctions or export control laws and regulations of the U.S., EU or Singapore Supplier shall upon Buyer's placement of a request for quotation or a PO, whichever is the earliest, or in case of defective goods at the time of re-delivery without delay provide in a form satisfactory to Buyer the following export control data of the goods- 1) the specific U.S. and/or EU export classification including the Export Control Classification Number ("ECCN") and/or any similar forms of classification identification, 2) country of manufacture, 3) percentage of U.S. content integrated to each of the goods,

4) confirmation as to whether or not the goods are direct products of U.S. technology and software, 5) Harmonized System Code ("HS Code"). This information shall be stated on quotations / order confirmations / commercial invoices / packing lists, when relevant. All costs incurred in complying with this clause 6 shall be for the sole account of Supplier and Supplier shall indemnify and hold Buyer harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this clause 6. Buyer shall have the right, to appoint at its own cost, charge and expense a firm of chartered accountants to audit and verify Supplier's compliance with this clause 6. Equipment, components, parts or other items falling under the United States International Traffic in Arms Regulations (ITAR) and/or EU regulations covering items on the EU Common Military List or similar items subject to other national regulations governing military related items may only be supplied subject to prior written agreement with Buyer. If Supplier anticipates that of the items that are contemplated as being supplied under this Agreement may be within such categories of controlled items Supplier shall immediately notify Buyer thereof.

Anti-Corruption. As regards this agreement each Party shall (i) comply with all applicable anti-corruption laws and regulations, including without limitation the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010 and (ii) undertake and warrants to the other Party that it and its officers, directors, shareholders, employees, agents and other intermediaries, and any other person acting directly or indirectly on its behalf, shall not, directly or through third parties, give, promise or attempt to give, or approve or authorize the giving of, anything of value (including facilitation payment) to any person or any entity where such action would be prohibited by applicable law, for the purpose of (i) securing any improper advantage for Supplier or Buyer, (ii) inducing or influencing a public official improperly to take action or refrain from taking action in order for either Party to obtain or retain business, or to secure the direction of business to either; or (iii) inducing or influencing a public official to use his/her influence with any government or public international organization for such purpose.

Costs. All costs incurred in complying with this clause 6 shall be for the sole account of Supplier and Supplier shall indemnify and hold Buyer harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this clause 6. Buyer shall have the right to undertake or to appoint at its own cost, charge and expense a designated representative to audit and verify Supplier's compliance with this clause 6.

7. Responsible Procurement

Code of conduct. In addition to the obligations of clause 6, Supplier shall respect and commit to implement APMM's Supplier Code of Conduct (the Code) as amended from time to time and found at <http://www.maersk.com/sustainability/supplier-code-of-conduct> or alternatively an internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as but not limited to United Nations Global Compact (UNGC), and Supplier agrees – if and when so requested - to provide necessary documentation as well as accommodate any audit by APMM or Buyer in order to verify the same. The Supplier shall require their own suppliers to implement similar rules and, as appropriate, pass on such requirements to their sub-suppliers and so on. Supplier's non-compliance with this clause 7 shall be considered a material breach of the Agreement. The original English version of the Code (as of August 2013) shall prevail in the event of any disputes or discussions concerning the content and obligations of either Party. Should the Supplier be unable to meet the listed requirements, the Supplier will agree to develop and execute an improvement plan.

8. Intellectual Property Rights

Intellectual property rights. All intellectual property rights in and to goods, documentation or other deliverables and materials specifically developed by Supplier to fulfil the obligations under an agreement or purchase order shall vest in Buyer upon creation. Supplier hereby irrevocably assigns to Buyer by way of present and future assignment (as applicable) its whole right, title and interest in and to such intellectual property rights free from all liens, charges and encumbrances at no cost to Buyer and without imposing further conditions with the intent that the same shall vest in Buyer immediately or, in the case of goods, documentation or other deliverables not yet in existence that the intellectual property rights shall so vest immediately upon coming into existence.

Notwithstanding anything mentioned hereinabove, the Supplier grants to Buyer's Group a worldwide, royalty free, perpetual, irrevocable, transferable and non-exclusive license to use any and all goods, data, services and Intellectual Property Rights including those described in the paragraph above, to the extent necessary for Buyer's Group to enjoy full benefit of the goods, data and services for such purpose as intended under this Agreement.

Data ownership. Any and all data generated, created or collected from the goods and/or services under any agreement or purchase order, including any data on the performance of the goods generated by any system and/or software forming part of the goods (the "Data"), shall become the sole property of Buyer. Supplier will ensure connectivity to any such system or software forming part of the goods and take any reasonable measures to provide transmission of the Data, to ensure unrestricted access and submission of the Data to Buyer. Any use of the Data by the Supplier is subject to prior written approval by Buyer.

9. Confidentiality and Reference General Obligations

The following information shall be considered "Confidential Information" for the purposes of the Conditions (i) All information of group entities concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with group entities or other technical and commercial matters, (ii) the terms of the Agreement, (iii) any information developed by reference to or use of group entities' information referenced above and (v) any information which according to applicable law is confidential whether in written, oral or visual form disclosed by a Party ("Disclosing Party") to another Party ("Receiving Party") in relation to this Agreement. "Group Entity" means Buyer or Supplier including their respective affiliates and associated companies. Such Confidential Information shall remain the property of the Disclosing Party and shall not be given or disclosed to any third party without Disclosing Party's prior written consent. Receiving Party shall only use the Confidential Information for the purposes of this Agreement and shall limit internal dissemination hereof.

Disclosure to Group Entities. Nothing in this clause 9 may be deemed or construed to prevent Buyer from disclosing any Confidential Information obtained from Supplier or its Group Entities (i) to any Buyer's Group Entities, employees or other recipients of the goods or services; (ii) if such disclosure is in the discharge of a recipient's obligations to supply information for the purpose of complying with any law; or (iii) if such disclosure is made for due diligence purposes under strict and customary confidentiality obligations in relation to a divestment of business activities or assets of a service recipient subject to such persons having an equal duty of confidentiality as the Buyer.

Reference and advertising. Supplier is not permitted without prior written consent from Buyer to use Buyer's name or any.

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Reference and advertising. Supplier is not permitted without prior written consent from Buyer to use Buyer's name or any commercial relation with Buyer or a company associated with Buyer for the purpose of advertising or as a reference.

10. Warranties

Supplier's warranties. Supplier warrants and undertakes that (i) the goods shall be new, of good quality and workmanship, free from defects and fit for the intended purposes, including complying with any applicable regulation and specifications, including applicable standards; (ii) the services shall be delivered in accordance with market standards and good professional practices or such other level of standards agreed between the Parties, and (iii) the goods and/or services or any rights conferred to Buyer pursuant to this Agreement do not infringe the rights of any third party.

Warranty period. The goods and services delivered shall comply with the warranties and undertakings in (i) and (ii) above for 24 (twenty-four) months from the goods are taken into use or from the date of complete delivery of services whichever is later however no longer than 36 (thirty-six) months from delivery of the goods.

11. Remedies

Breach. Notwithstanding any other remedies the Buyer might have under these Conditions or the law breach of the Agreement, including breach of warranties, or failure in timely delivery of correct and non-defective goods or services shall entitle Buyer to terminate the Agreement and /or claim direct damages, including but not limited to damage to Buyer's or third parties property as well as loss of business resulting from the breach of the Agreement.

Proportionate reduction. Buyer shall be entitled to a proportionate reduction of the price and/or the fees payable for the goods and/or services where they are defective and Supplier shall pay, or deduct a proportionate amount from such agreed price or fees which Buyer has paid or shall pay in respect of that defective part of those goods and/or services with due consideration to the actual reduction in their value and benefit to Buyer.

Remedial work on breach of warranty. If Supplier is notified about a breach of warranty claim, Supplier shall upon written request promptly perform all corrective measures which are necessary to remedy any defects arising from any breach of warranty. All costs and expenses incidental to remedying defects will be for the sole account of Supplier. If Supplier fails to promptly carry out such corrective measures and Buyer deems this prejudicial to its interests, Buyer may upon giving notice to Supplier allowing Supplier to provide a proposal acceptable to Buyer undertake Supplier's responsibilities which may include engaging a third party to carry the corrective measures and/or supply alternative goods or services. In such case, Buyer may either deduct the cost hereof from any sum owed to Supplier or recover from Supplier all costs reasonable and directly incurred by Buyer against production of reasonable receipts and documentation.

Extension of warranty. Following Supplier's remedy of a defect and/or re-delivery, a new warranty period of the same length as the original warranty period shall apply provided that it shall not extend beyond 36 (thirty-six) months from the commencement of the original warranty period.

Overcharging under a PO. Supplier shall at Buyer's request, assist Buyer and/or any third-party auditor appointed by Buyer in any review of charges for the goods and/or services delivered. In the event that Supplier has overcharged Buyer, Supplier shall refund any overcharged amount plus interest from the relevant date(s) of (either directly or through a deduction from any amount due or becoming due). In the event that such overcharge comprises more than 3 (three) percent of the goods and/or services under a relevant PO, Supplier shall also be liable for the reasonable costs of the third-party auditor.

Damages. The Parties and Buyer shall be liable for any direct damages arising out of or relating to the performance or non-performance of their respective obligations under the Agreement or applicable POs. Such losses shall inter alia comprise direct additional operational and administrative cost and expenses, direct costs related to the purchase of alternative goods and services and direct charges or other fees relating to other goods or services or costs rendered unnecessary as a result of any default by the Supplier.

Complete delivery. Unless otherwise provided in the PO, delivery shall not be deemed to have taken place until the goods and/or services have been received in full and in conformance with the timeline and milestones set out in the PO and with all certificates of approval, test certificates and other certification or necessary documentation required according to this Agreement or at law.

Total loss. In the event that Buyer's premises (including the Facility) becomes a total loss (which includes a constructive, arranged and/or comprised total loss as well as loss due to expropriation) this Agreement shall automatically be considered terminated without notice as from the moment of the incident directly leading to the total loss occurred and except for Buyer's obligation to pay Supplier any amounts due for Goods and Services performed prior to the termination neither Party shall have any claims whatsoever towards the other in connection with such termination.

Consequential Losses. Neither Party shall be liable to the other for any Consequential Losses whatsoever arising out of or in connection with the performance or non-performance of this Agreement and any PO, nor shall each Party protect, defend and indemnify the other from and against all such claims from its respective Group.

Intellectual property indemnity. Supplier shall defend, indemnify and hold harmless Buyer or its affiliates or customers from and against all claims resulting from any proceeding brought against Buyer or its Group Entities or customers based on a claim that any goods or services or their use in the manner intended by Supplier infringe any patent or other intellectual property right. Supplier shall pay any judgment resulting out of any such proceeding against Buyer or its Group Entities or customers. If the use of any such goods or services as intended by Supplier is prohibited Supplier shall at its own expense either obtain for Buyer and its Group Entities and customers the right to continue using such goods or services, replace it with a non-infringing good, modify it so it becomes non-infringing or remove such good or service and refund the purchase price and all transportation and/or installation costs.

12. Force Majeure

A Party shall not be responsible for any failure to fulfil any term or condition of the PO caused by an unforeseen, extraordinary and serious event (including wars, riots, civil disturbance, strikes and lock-outs, hurricanes etc. but not including economic hardship or generally adverse weather conditions, except where such are extraordinarily adverse) not within its control and not caused by its default or error and which said Party could not have provided against or mitigated. If such event continues for 30 (thirty) consecutive days, Buyer may terminate the Agreement and neither Party shall have any further claim against the other, except to the extent that actual delivery has been made under such agreement or PO, where the Buyer shall pay the Supplier a fair value of the delivered goods and/or services in accordance with this Agreement and as agreed between the Parties. The Party invoking force majeure shall, as soon as possible, notify the other Party hereof.

13. Non-limitation of liability

Notwithstanding any other provision of this Agreement and to the extent not otherwise decided by mandatory law, nothing in this Agreement shall exclude or limit either party's liability under or in connection with this Agreement for (i) fraud or fraudulent misrepresentation, (ii) death or personal injury resulting from the negligence of that party, (iii) breach of the terms of mandatory law applicable including but not limited to those implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, (iv) for any other matter in respect of which liability cannot by applicable law be limited or excluded, (v) breach of its obligations of confidentiality under clause 9; and (vi) any claim under the indemnities herein.

14. Insurance

Scope of insurance coverage. Supplier shall have and maintain insurance coverage in accordance with good international industry practices and applicable law, including workman's compensation/employer's Liability, All property risk, commercial general liability including contractual liability, All risk cover for all goods and services provided by Supplier, comprehensive automobile liability insurance as well as other insurance which Supplier deem appropriate in connection with fulfilling the duties under the Agreement e.g. Professional Liability, Product Liability, Transport/Cargo Insurance, Maintenance and Construction All Risk for the specific period at its expense with a reputable insurance company, properly safeguarding Supplier against its liability hereunder.

Renunciation of recourse. To the extent pursuant to Suppliers obligations under the Agreement Supplier shall ensure that its insurers waive all rights of recourse including in particular any rights of subrogation against Buyer and its Group as defined in accordance with this Agreement or any PO.

15. Assignment

Visitor Address:
Sociedad Portuaria Terminal de Contenedores
de Buenaventura
Cra 28a n 7-152 B/inmaculada-Via interna
alterna - Barrio la Inmaculada

Delivery Address:
Sociedad Portuaria Terminal
de Contenedores de Buenaventura
Cra 28a n 7-152 B/inmaculada-
Via interna alterna - Barrio la Inmaculada

Phone:
+57 3176451905
Invoice Address:
repcion.facturas@tc buen.com
800084048@factureinbox.co

E-mail:
comprastcbuen@apmterminals.com
WEBSITE:
https://www.tcbuen.com/
Tax Number:
800084048-5

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Buyer's right to assign rights and obligations. Buyer is entitled to assign, subcontract or otherwise transfer its rights and obligations under the Agreement in whole or in part to any APMT Group Entity. Buyer shall within reasonable time of such assignment notify Supplier in writing hereof.

Supplier's right to assign rights and obligations. Supplier shall not be entitled to assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Buyer. Any such attempted assignment shall be void.

16. Sub-contractors

Use and liability. Supplier may [subject to prior written consent of Buyer] to use sub-contractors in the delivery or performance of the goods and services however Supplier shall be liable for all acts and omissions of its sub-contractors (including any sub-sub-contractors) to the same extent as Supplier is itself liable to Buyer.

17. Law, Jurisdiction and Disputes

Applicable Law. Any specific agreement or purchase order for goods or services between a Buyer and a Suppliers (which shall then be deemed to incorporate and include these Conditions) and any non-contractual obligations arising out of or in connection therewith shall be governed, construed and enforced in accordance with the laws of the country where the Buyer has its registered seat of business to the exclusion of any other law and without regard to any conflict of law principles.

Jurisdiction. The courts of the country where the Buyer has its registered seat of business shall have exclusive jurisdiction and venue for resolution of all such disputes, and the parties hereto do hereby irrevocably submit to such jurisdiction and venue, waiving any objection to the contrary hereafter.

18. Waiver

Failure to exercise a right. The failure or delay of a Party or Buyer to insist upon performance of any provision or part of a provision of the Agreement or the failure or delay of a Party or Buyer to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations created by the Agreement or PO.

Subsequent defaults. A waiver of any breach of the Agreement by a Party shall not constitute a waiver of any other breach (of the same term or of any other term) of the Agreement or PO.

19. Entire Agreement and Miscellaneous

Entire agreement. The Agreement constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersedes any previous agreement between the Parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

Representations etc. Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in this Agreement as a warranty. The only remedy available to it for breach of the warranties will be for breach of contract under the terms of this Agreement.

APMT Group. Any Buyer and beneficiary APMT Affiliate may enforce the terms of these Conditions against Supplier. In the event of Buyer selling or transferring the Goods/Services to any third party or beneficiary APMT group entity in any bona fide transaction, Buyer shall be entitled to assign the rights and benefits of existing warranties and other representations and covenants hereunder in favour of any such third party buyer or beneficiary APMT group entity.

Except as provided in the foregoing, no term of the Agreement is intended to confer a benefit on or to be enforceable by any person who is not a Party to the Agreement. The Parties may by agreement rescind or vary the Agreement or any term of the Agreement without the consent of any person who has the right to enforce this Agreement or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

20. Survival of Agreement

Survival. Any release, indemnity or any obligation of confidence under the order and these Conditions is independent and survives expiration and or termination of order and these Conditions. Any other term and condition that by its nature is intended to survive termination of order and these Conditions survives termination of this Agreement. Unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

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