



# ALPEK POLYESTER ARGENTINA S.A., GENERAL PURCHASE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS MAY ALSO BE FOUND IN THE FOLLOWING WEBSITE:  
[WWW.ALPEKPOLYESTER.COM](http://WWW.ALPEKPOLYESTER.COM)

## 1. GENERAL PROVISIONS

1.1 These General Purchase Terms and Conditions (hereinafter the "PURCHASE TERMS") apply to all the acquisitions and purchases of materials, equipment and spare parts, raw materials; and all contracting of services and works (hereinafter "GOODS AND/OR SERVICES PROVIDED") by ALPEK POLYESTER ARGENTINA, S.A., (hereinafter "ALPEK") and its Affiliates (as defined below), to the providers of said "GOODS AND/OR SERVICES PROVIDED" (hereinafter the "PROVIDER"), unless ALPEK agrees otherwise in writing. The PROVIDER acknowledges and accepts that the PURCHASE TERMS contained herein are an integral part of the purchase order issued by ALPEK (hereinafter the "PURCHASE ORDER"), are binding and bind it to comply with them. For the purposes of this instrument, Affiliates shall be understood as, in connection with any of the parties, any party that controls, is controlled by or is under common control of said party. The PURCHASE ORDER, may, when applicable, include the necessary amendments and updates, which shall form an integral part of the PURCHASE ORDER. Furthermore, the PROVIDER acknowledges and accepts that the commercial documents for the purposes of this PURCHASE ORDER, shall include (but not limited to): (i) Tenders or requests for proposals from ALPEK, (ii) PROVIDER offers and/or quotes and (iii) Terms and Conditions of the PROVIDER. Hereinafter the aforementioned items i, ii, and iii, shall be referred to as the "COMMERCIAL DOCUMENTS".

1.2 In case of conflict between what is established in the PURCHASE ORDER, the PURCHASE TERMS and the COMMERCIAL DOCUMENTS, ALPEK and the PROVIDER acknowledge and accept that they shall apply the following priority order: 1. The Commercial Agreement (if applicable) 2. The PURCHASE ORDER, 3. The PURCHASE TERMS, and 4. The COMMERCIAL DOCUMENTS.

1.3 The PURCHASE ORDER may be amended if ALPEK and the PROVIDER both agree, as provided in item 3.2 of these PURCHASE TERMS.

1.4 The parties agree that the content, as well as the data, provided by the PROVIDER in accordance with the Proposal of the PROVIDER, as well as these PURCHASE TERMS and the provisions set forth in the PURCHASE ORDER, are mandatory for the PROVIDER.

## 2. PROPOSALS IN RESPONSE TO TENDERS

2.1 No Proposal from the PROVIDER shall cause a cost or shall be mandatory for ALPEK, even when they have been submitted on behalf of ALPEK.

2.2 Unless otherwise agreed to in writing, the PROVIDER agrees that the Proposals from the PROVIDER shall have an effective term of at least 15 (fifteen) days starting upon their receipt by ALPEK, for ALPEK, when applicable, and at its exclusive discretion, to accept or reject them.

## 3. PURCHASE ORDERS, INFORMATION SENT BY ALPEK

3.1 The PURCHASE ORDERS shall be valid only if they are submitted electronically in the official ALPEK format, through the current computer system employed by ALPEK. The parties agree that any PURCHASE ORDER may include, but is not limited to, when applicable, any sketch, drawing, diagram, blueprint, comment, specification, etcetera.

3.2 The PURCHASE ORDER shall be considered accepted by the PROVIDER, unless it manifests any disagreement with the PURCHASE ORDER in writing within five (5) business days following receipt thereof. In such case, ALPEK shall review the PROVIDER's disagreement and, when applicable, in case it deems it appropriate for ALPEK, the latter shall issue a revised PURCHASE ORDER, which shall include the new elements agreed by both parties. Notwithstanding the foregoing, the PROVIDER acknowledges and accepts in this act that ALPEK may discretionally opt to cancel the previously issued PURCHASE ORDER (which was subjected to the PROVIDER's disagreement), without any liability from ALPEK to the PROVIDER. For the purposes of any modification to the PURCHASE ORDER (set forth in item 1.3 of these PURCHASE TERMS), ALPEK and the PROVIDER agree that, the amendments shall be considered accepted provided there is no disagreement from any of the parties, within 5 (five) business days starting from the date of due reception of the modified PURCHASE ORDER.

3.3 The PROVIDER agrees to consult ALPEK if it notices any mistake, ambiguity or omission in the content of the PURCHASE ORDER, including without limitation the elements related to amount, specifications, price and terms. The PROVIDER shall be responsible for knowing all the content and the related circumstances of the PURCHASE ORDER.

## 4. SUBCONTRACTING

The PROVIDER may not subcontract, except as permitted by applicable law, any part of the work in the GOODS AND/OR SERVICES PROVIDED that should be provided by virtue of the PURCHASE ORDER without prior written consent of ALPEK; if the PROVIDER requires subcontracting part of the work to a third party, it shall submit to ALPEK a list with all the possible subcontractors and ALPEK in case of agreeing with said subcontracting, may: (i) authorize in writing the participation of any subcontractor included in the submitted list or (ii) request additional options to the PROVIDER (different from those previously submitted in the authorization list of subcontractors, until ALPEK grants the aforementioned authorization. The PROVIDER shall provide the subcontractors previously authorized by ALPEK all the necessary information so that all the requirements stated in the PURCHASE ORDER are covered by the subcontractor. Even if ALPEK authorizes participation of one or more subcontractors, the PROVIDER shall be fully responsible before ALPEK for compliance with the requirements set forth in the PURCHASE ORDER.

## 5. PRICE AND PAYMENT METHOD

5.1 Unless when specified in the PURCHASE ORDER, the agreed prices shall always be fixed prices, without any increase or indexing, and shall remain fixed until all the terms and conditions in the PURCHASE ORDER have been complied, and they shall include packaging and shipping costs, taxes (without considering the Value Added Tax) and obligations, and any other cost or expense that is the responsibility of the PROVIDER according to the commercial condition "DDP" to the site ALPEK confirms to PROVIDER in accordance with INCOTERMS 2020 or those that replace them.

5.2 The Value Added Tax (VAT), sales tax or other applicable taxes shall be calculated separately in the invoice delivered by the PROVIDER to ALPEK derived from the GOODS AND/OR SERVICES PROVIDED, which shall comply with all the requisites according to the applicable current legislation, as well as any other requisite solicited by ALPEK. Furthermore, and at the behest of ALPEK, the PROVIDER shall submit for the consideration of ALPEK a *pro forma* invoice prior to the issuance of the definitive invoice.

5.3 The price that ALPEK shall pay to the PROVIDER on account of the GOODS AND/OR SERVICES PROVIDED, shall be covered by ALPEK according to the terms and conditions that both parties agree to in the PURCHASE ORDER.

5.4 If ALPEK carries out any advance payment, the PROVIDER shall grant in favor of ALPEK, an irrevocable and unconditional bank guarantee or an insurance policy issued by a recognized insurance company, payable in favor of ALPEK at first request, for the amount corresponding to the advance payments carried out by ALPEK to the PROVIDER, such guarantee shall be issued by an acceptable financial institution for ALPEK; and said guarantee shall be valid until the final acceptance of ALPEK of the GOODS AND/OR SERVICES PROVIDED by the PROVIDER, in accordance with the PURCHASE ORDER.

5.5 In case of delivery delay by the PROVIDER of the certificates of the requested materials, the quality documents, customs documents, packaging lists or any other document relative to the GOODS AND/OR SERVICES PROVIDED required in the PURCHASE ORDER, ALPEK shall be authorized to extend any agreed payment term, in the terms it deems necessary.

5.6 ALPEK reserves the right to deduct from the collection rights of the PROVIDER, through setoff, any collection right that ALPEK or its Affiliates have vis-à-vis the PROVIDER or its Affiliates. The PROVIDER shall only be authorized to assign to third parties collection rights against ALPEK through prior written consent from an authorized ALPEK representative.

5.7 During a period of 2 (two) years following the delivery of the GOODS AND/OR SERVICES PROVIDED by the PROVIDER, ALPEK may, pursuant to its request, audit all the records of the PROVIDER or their subcontractors related to the GOODS AND/OR SERVICES PROVIDED to guarantee compliance of the requirements agreed in the PURCHASE ORDER. For purposes of the audit, the PROVIDER shall make all its books and records available to ALPEK during business days and hours through a prior notice and it shall allow ALPEK to have access to the facilities of the PROVIDER, so long as it is necessary to carry out the audit. In case ALPEK determines that the PROVIDER infringed the requirements of the PURCHASE ORDER, the PROVIDER agrees and is bound to comply with the guarantees set forth in Section 14 of these PURCHASE TERMS.

## 6. FREE SHIPPING MATERIALS/ TOOLS AND EQUIPMENT

6.1 Ownership of the materials, tools and/or equipment provided by ALPEK ("FREE SHIPPING MATERIALS") for the performance of a PURCHASE ORDER, even after its processing, shall be exclusively of ALPEK. Said FREE SHIPPING MATERIALS shall be identified by the PROVIDER as property of ALPEK and shall be stored separately from those of the PROVIDER. The PROVIDER shall immediately notify ALPEK in writing of any defect or insufficient amount in the FREE SHIPPING MATERIALS. The FREE SHIPPING MATERIALS placed at the disposal of the PROVIDER by ALPEK, shall be used exclusively for the execution of the PURCHASE ORDER issued by ALPEK. The excess materials of the processing of the FREE SHIPPING MATERIALS shall be returned immediately to ALPEK, according to the established procedure by ALPEK for said purpose.

## 7. DELIVERY DATE AND DELAY CONSEQUENCES

7.1 The PROVIDER agrees to make deliveries in the established term and provided in the PURCHASE ORDER. Unless otherwise agreed to in writing, the delivery of the GOODS AND/OR SERVICES PROVIDED shall be carried out DDP (Delivery Duty Paid)

to the site ALPEK confirms to PROVIDER. The commercial terms as DDP, FOB, CIF, EX WORKS, etc., shall interpreted in accordance with INCOTERMS 2020 or those that replace them.

The PROVIDER may carry out early deliveries to ALPEK of the GOODS AND/OR SERVICES PROVIDED. In this situation, ALPEK reserves the right to reject the early reception of said GOODS AND/OR SERVICES PROVIDED, in which case the PROVIDER shall carry out the delivery in the date established in the PURCHASE ORDER. The delivery date established in the PURCHASE ORDER, shall be considered complied with if: a) In case of deliveries in the facility (EXW established in the INCOTERMS 2020 or those that replace them), the preparation for the shipping of the GOODS AND/OR SERVICES PROVIDED, including all the documents, has been notified to ALPEK prior to the expiration of the delivery date; b) For the remainder of cases, when the GOODS AND/OR SERVICES PROVIDED, including all the relevant documents provided in the PURCHASE ORDER, have been duly delivered in the destination place according to INCOTERM 2020 (or those that replace them) agreed by the parties, and the GOODS AND/OR SERVICES PROVIDED have been accepted by ALPEK prior to the expiration of the delivery date.

7.2 The PROVIDER must immediately notify ALPEK in writing of the foreseeable delays in the delivery of the GOODS AND/OR SERVICES PROVIDED, expressing reasons for the delay and approximate duration of said delay, notwithstanding if it is about all or a part of the GOODS AND/OR SERVICES PROVIDED. The PROVIDER shall be bound to carry out at its expense, all the necessary measures to prevent or remedy the delivery delays of the GOODS AND/OR SERVICES PROVIDED.

7.3 If the date established in the PURCHASE ORDER which has been accepted for the delivery of the GOODS AND/OR SERVICES PROVIDED is not fulfilled due to reasons not attributable to ALPEK, then, the PROVIDER accepts that: (i) ALPEK shall have the right (including but not limited to) to: (a) cancel the PURCHASE ORDER, without any responsibility and without need of a prior notice to the PROVIDER, (b) demand the total reimbursement of all advance payments carried out in favor of the PROVIDER, (c) at the discretion of ALPEK, demand forceful compliance of the PURCHASE ORDER, (d) demand payment of damages and any other right that corresponds according to the law, and (e) execute the bank guarantee referred to in Section 5.4 of these PURCHASE TERMS. Regarding the aforementioned item b), if the PROVIDER does not reimburse ALPEK the total funds of the advance payments carried out by ALPEK within 5 (five) calendar days after the request received by ALPEK, an interest equivalent to one and a half times the rate established by the Banco de la Nación Argentina for its 30 days document discount operations shall be applied to the amount owed by the PROVIDER TO DAK, regarding any amount of advance payments. Additionally, the PROVIDER shall reimburse ALPEK including but not limited to the total amount generated by the expenses of any judicial or extrajudicial collection related with lack of payment, as well as attorney's fees; and (ii) at the discretion of ALPEK the PROVIDER shall provide all the completed work or services up to the delivery date set forth in the PURCHASE ORDER, and ALPEK shall pay the amount that it considers as value for said finished work.

7.4 Except in cases of delivery delay of the GOODS AND/OR SERVICES PROVIDED caused by an act of God or Force Majeure event (as set forth in Section 17 of these PURCHASE TERMS), ALPEK, in case of PROVIDER delay may pursue any right established by the law, notwithstanding if the PROVIDER has notified the delay or if the parties have agreed any penalty. Without limiting the abovementioned, ALPEK will apply a conventional fee to the PROVIDER, in cases of delay in the delivery of the GOODS AND/OR SERVICES as well as in the event of a breach of any of the obligations of the PROVIDER, stipulated in these PURCHASE TERMS. Such conventional fee will consist of an amount equivalent to 2% per week, up to 10% (Ten Percent) of the total amount invoiced, in the calendar month in which the delay, deficiency or non-compliance in the delivery of the GOODS AND/OR SERVICES occurs, as well as in the event of a breach of any of the obligations of the PROVIDER according to these PURCHASE TERMS.

7.5 If the delivery date set forth in the PURCHASE ORDER has not been complied by the PROVIDER, and ALPEK does not exercise its rights described in the aforementioned Section 7.3, the PROVIDER shall pay a penalty for the mentioned delay, as well as damages caused by the delay. This penalty shall be determined in the corresponding PURCHASE ORDER.

7.6 The PROVIDER shall not be authorized to argue any lack of delivery of the COMMERCIAL DOCUMENTS, the FREE SHIPPING MATERIALS or other objects that shall be provided by ALPEK as a defense for its infringement.

## 8. PACKAGING AND SHIPPING

8.1 Unless otherwise agreed to in writing between the parties, the GOODS AND/OR SERVICES PROVIDED shall be sent DDP according to the INCOTERMS 2020 (or those that replace them), to the facilities designated by ALPEK. The PROVIDER shall be responsible for the convenient and adequate packaging according to Experience and Prudent Practices the Industry and in compliance with the commercially accepted standards nationally and internationally, protecting the goods from damages until the property of the GOODS AND/OR SERVICES PROVIDED to ALPEK is transferred. When special packaging is agreed, the packaging instructions from ALPEK shall be strictly complied with. The PROVIDER shall be liable for the damages caused by inappropriate packaging and/or not following instructions from ALPEK. The costs and expenses incurred by the PROVIDER in compliance with Section 8.1 shall be the exclusively borne by the PROVIDER and are already included in the value of the PURCHASE ORDER.

8.2 ALPEK shall have the right to return, and the PROVIDER shall reimburse ALPEK, any part of the GOODS AND/OR SERVICES PROVIDED that is damaged as a result of inappropriate packaging, or the PROVIDER not following the specific instructions for packaging. Any cost or expense related to the return of the damaged goods shall be borne by the PROVIDER. In case the previous situation arises, the PROVIDER shall, at the discretion of ALPEK: (i) substitute, at its expense, the part of the damaged GOODS AND/OR SERVICES PROVIDED for others that are new, or else, are in good condition, subject to the exclusive approval of ALPEK, or (ii) reimburse ALPEK the equivalent of the amount paid by ALPEK to the PROVIDER corresponding to the damaged GOODS AND/OR SERVICES PROVIDED, as well as any other cost or additional expense incurred by ALPEK derived from this situation.

8.3 In those cases in which special care is required at the moment of unpacking certain goods, the PROVIDER shall notify ALPEK the adequate instructions for said unpacking in writing, prior to delivery of the corresponding GOODS AND/OR SERVICES PROVIDED. Notwithstanding the foregoing, the PROVIDER shall place an adequate and evident warning in the packaging.

8.4 All the acquired materials under the heading "Ex Works" (according to INCOTERMS 2020 or those that replace them) shall be sent by the PROVIDER through authorized carriers designated by ALPEK. However, if the designated carrier is not available, or is considered not apt by the PROVIDER, it shall request in writing the designation of a new carrier by ALPEK.

## 9. COMPLIANCE WITH APPLICABLE LAW

9.1 The PROVIDER guarantees that it shall comply with all applicable laws, rules, regulations, provisions, memos, orders and applicable resolutions, national and international, including those coming from government courts, departments, organizations, commissions and competent jurisdictional bodies in relation with the sale and delivery of the GOODS AND/OR SERVICES PROVIDED specified in the PURCHASE ORDER (including, but not limited to, any labor; social security; tax; environmental; health; customs; commercial; industrial and intellectual property; personal data protection; anti-corruption; anti-bribery; prevention and elimination of discrimination; equality; economic competition laws; etc.) The PROVIDER shall provide all the required documents for the exports from the place of production and the imports into the final destiny, including without limitation, the certificates of origin, the export and import licenses, the material security forms, etcetera. Similarly the PROVIDER shall comply with the provisions and applicable regulation regarding labor, security, safety in the workplace and, subject to the provisions of Section 14.14, of environmental protection, and all the other applicable provisions. To the extent that the PROVIDER's personnel shall enter the ALPEK property or facility, the PROVIDER shall guarantee that its personnel complies with ALPEK policies and procedures of safety, security and the environment in relation with and according to Section 15 of these PURCHASE TERMS.

## 10. DELIVERY

10.1 The partial deliveries that had not been agreed in the PURCHASE ORDER, shall not be permitted without prior and written authorization from ALPEK.

10.2 The PROVIDER assumes the responsibility of inspecting the goods prior to shipping and delivery to make sure they comply with the requirements in the PURCHASE ORDER, including without limitation the specifications relating to quantity and quality. Only the materials that pass the inspection shall be delivered to ALPEK on the agreed terms.

10.3 Each delivery shall include, including but not limited to, detailed, letters, delivery notes, references, invoices, bill of lading (hereinafter the "Delivery Documents") that include special instructions from ALPEK, the references, the confirmation that inspection was carried out, and mainly, the number of the ALPEK PURCHASE ORDER, among others. For deliveries in different locations, ALPEK requires that the PROVIDER send the applicable Delivery Documents, separately.

10.4 The PROVIDER shall provide one copy of its invoice, to ALPEK which shall be attached to the shipping of the PROVIDER. Any cost generated by the lack of compliance to this provision shall be absorbed by the PROVIDER.

10.5 All Delivery Documents shall include the PURCHASE ORDER number, the date of the PURCHASE ORDER, the specific amounts. Additionally the reference notes shall indicate the gross and net weight of the GOODS AND/OR SERVICES PROVIDED as well as the address of the delivery place in accordance with the PURCHASE ORDER.

## 11. FOREIGN TRADE CONTROL

11.1 The PROVIDER hereby declares and guarantees that it complies and shall remain complying with the requirements from all applicable export laws and regulations, including without limitation the Argentinian Foreign Trade Law (*Ley de Comercio Exterior*), Customs Code (*Código Aduanero*), Tax Laws (*Leyes Impositivas*) as well as the US Export Administrative Regulations and the International Regulations on Weapons Trafficking, US, Mexican and Argentinian Export Control Regulations. Such requirements include but are not limited to obtaining all the authorizations or required licenses for the import, export or re-export of any article, product, raw materials, software or controlled technology. The PROVIDER also declares and guarantees that it has not been, nor is it currently, excluded, suspended and has not been imposed a prohibition or restriction for the export, re-export, reception, purchase, processing or any other manner of obtaining any article, product, raw material, software or technology regulated by any agency of



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Argentina, Mexico, the US or any other State or Country. The PROVIDER agrees to compensate and hold ALPEK harmless of any damage, cost, expense, penalty or other losses caused or related to any violation or infringement of the guarantees contained hereof.

## 12. TRANSFER OF PROPERTY AND RISKS

12.1 The transfer of property and risks shall take place at the moment and site in which the GOODS AND/OR SERVICES PROVIDED, or a part of them, have been delivered by the PROVIDER to ALPEK in agreement with the INCOTERMS 2020 (or those that replace them) commercial term established in the PURCHASE ORDER. Once the transfer of the property and delivery has taken place, the PROVIDER may store the GOODS AND/OR SERVICES PROVIDED free of charge for ALPEK, and shall mark them as property of ALPEK. In this case, the PROVIDER shall take care of the storage and insurance of the GOODS AND/OR SERVICES PROVIDED as if the property had not been transferred.

12.2 If the required Delivery Documents are not provided in accordance with the PURCHASE ORDER and/or the instructions by ALPEK, the goods shall be stored at the cost and risk of the PROVIDER until the Delivery Documents arrive.

12.3 The PROVIDER shall (i) submit the security information that complies with the applicable laws, (ii) comply with the internal regulations of the ALPEK facility and (iii) obtain approval from ALPEK, before introducing any hazardous material into the ALPEK facility. For such purposes "hazardous material" shall be considered those hazardous substances, their residues, their containers, packaging and other components that comprise the load to be transported by the units, such as specified by the applicable laws of Argentina. All these GOODS AND/OR SERVICES PROVIDED shall be duly identified and strictly controlled by the PROVIDER regarding their use. The storage and transportation of the GOODS AND/OR SERVICES PROVIDED, as well as the protection of the personnel that handles said materials shall comply with the current applicable provisions.

## 13. EARLY TERMINATION AND RESCISSION

### 13.1 EARLY TERMINATION

ALPEK, at its sole discretion and without incurring in any responsibility to the PROVIDER, may terminate the PURCHASE ORDER in advance, totally or partially, at any moment through a written notification sent to the PROVIDER for such purposes. In this case, (i) ALPEK shall reimburse the PROVIDER only those reasonable expenses effectively incurred by the PROVIDER during the execution of the PURCHASE ORDER (prior to the notice date of early termination by ALPEK) that have the corresponding documentary support, acceptable to the satisfaction of ALPEK and (ii) ALPEK shall cover those reasonable expenses that the PROVIDER had to incur as a result of said early termination, provided the expenses are documented by the PROVIDER to the satisfaction of ALPEK. The expenses mentioned in this Section 13.1, subsections (i) and (ii), shall not include profits, costs and fixed expenses, indirect expenses, royalties, development costs and other similar costs of the PROVIDER. In addition to the foregoing the parties agree that ALPEK shall not be obligated to payment of damages due to early termination. As consideration for payment carried out, the PROVIDER shall deliver or assign to ALPEK the work done until that moment, and ALPEK shall be authorized to use the aforementioned work at its sole discretion. In case of early termination, the PROVIDER shall deliver or assign to ALPEK the work carried out regarding the PURCHASE ORDER until the notice date from ALPEK and shall grant it the right to use (or have used) all the documents of the PROVIDER required for the termination of the GOODS AND/OR SERVICES PROVIDED. Any owed amount to the PROVIDER due to goods or services that had been completed by the same PROVIDER, according to the terms of the PURCHASE ORDER, prior to early termination, shall be subject to the deduction of additional costs and expenses for compliance of the PURCHASE ORDER and other incurred damages by ALPEK as a result of infringement by the PROVIDER. In case of payments carried out in advance, these shall be reimbursed to ALPEK with its corresponding interest.

### 13.2 RESCISSION

In case the PROVIDER is declared in bankruptcy or commercial reorganization (*concurso mercantil*), or makes a general assignment in benefit of its creditors, or if a liquidator was named due to the commercial reorganization of the PROVIDER, or in case that the PROVIDER infringes any provision or requirement in accordance with the PURCHASE ORDER, ALPEK may, through a written notice to the PROVIDER, notwithstanding any other right or appeal that "ALPEK K" might have according to the applicable law, consider the PURCHASE ORDER as rescinded. In case of said rescission, ALPEK may complete the compliance of the PURCHASE ORDER through the means that ALPEK considers appropriate, and the PROVIDER shall be responsible of any other cost or additional expense incurred by ALPEK in said compliance. In case of rescission, the PROVIDER shall deliver or assign to ALPEK the carried out work in relation with the PURCHASE ORDER until the notice date of ALPEK and shall grant it the right to use (or have used) all the documents of the PROVIDER required for the termination of the GOODS AND/OR SERVICES PROVIDED. Any owed amount to the PROVIDER due to goods and services that had been completed by the PROVIDER according to the terms of the PURCHASE ORDER, prior to rescission, shall be subject to the deduction of the additional costs and expenses for the compliance of the PURCHASE ORDER and other damages incurred by ALPEK as a result of infringement by the PROVIDER. In case of payments carried out in advance, these shall be reimbursed to ALPEK with its corresponding interest.

## 14. AUDITS, INSPECTIONS AND REPLACEMENT PARTS

14.1 ALPEK or their representatives shall be authorized, at their expense and through a reasonable notice, to carry out inspections and verifications during production in the facilities of the PROVIDER and their subcontractors, to inspect, among other concepts, compliance of specifications and construction materials and to reject faulty parts during the production of the GOODS AND/OR SERVICES PROVIDED. The inspections or verifications shall not relieve the PROVIDER of its full responsibility for all the GOODS AND/OR SERVICES PROVIDED.

14.2 In the same way, ALPEK or its representatives shall be authorized to carry out audits to the records of the PROVIDER, including books, documents, agreements and any other information that subject to the criteria of ALPEK may affect the PURCHASE ORDER except (a) the material cost, equipment or products acquired by the PROVIDER and (b) the PROVIDER's profit margin.

14.3 The approval of ALPEK shall affect any drawings, blueprints, documents or similar and shall not relieve the PROVIDER from its full responsibility over the GOODS AND/OR SERVICES PROVIDED.

14.4 No later than at the moment of delivery, the PROVIDER shall provide ALPEK in the amounts and languages requested by the final designs, the certification exams, the instructions for operation and maintenance, and the replacement part lists required for proper maintenance of the GOODS AND/OR SERVICES PROVIDED in accordance with the PURCHASE ORDER. ALPEK may require from the PROVIDER the delivery of part or all of said information through electronic means.

14.5 In case a competent authority requests ALPEK to present transport costs (e.g. a breakdown of all packaging or shipping costs), both Parties agree that ALPEK shall be entitled to disclose this information to such competent authority when needed.

14.6 All shipments from the PROVIDER shall be accompanied with (i) the corresponding Invoice and (ii) a detailed list of the package or a delivery list with the corresponding Invoice of the PROVIDER.

## 15. ACCEPTANCE AND WARRANTIES

### 15.1 ACCEPTANCE BY ALPEK

The acceptance of the GOODS AND/OR SERVICES PROVIDED by ALPEK shall be understood as carried out in the moment in which all the terms of the PURCHASE ORDER have been complied to the satisfaction of ALPEK, including inspections and testing. Said acceptance for the equipment, engineering services, construction and other agreed cases, shall be formalized through an execution by both parties of an acceptance protocol agreed by the parties. No delay in the inspection or testing of the GOODS AND/OR SERVICES PROVIDED, even when it is the responsibility of ALPEK, shall be considered an acceptance thereof or a waiver of any of the rights of ALPEK. The acceptance by ALPEK shall not constitute a waiver of any claim that ALPEK may have regarding the GOODS AND/OR SERVICES PROVIDED, including without limitation a claim according to any guarantee or a credit due to infringement with the established delivery dates. Payment of the price by ALPEK, in full or in part, shall not constitute the acceptance of the GOODS AND/OR SERVICES PROVIDED. After the reception, ALPEK shall have 30 (thirty) calendar days to inspect the GOODS AND/OR SERVICES PROVIDED or parts of them. ALPEK shall notify the PROVIDER within 15 (fifteen) calendar days after the termination of the inspection, of any imperfection that may have been discovered thereof.

### 15.2 DELIVERY DATE COMPLIANCE GUARANTEE

The PROVIDER guarantees that it shall deliver the GOODS AND/OR SERVICES PROVIDED in the delivery date and according to the terms and conditions agreed in the PURCHASE ORDER. Furthermore, it guarantees that in case partial deliveries were agreed to, these shall occur on the date of delivery and according to the terms and conditions agreed in the PURCHASE ORDER. For the purposes of this guarantee the provisions established in Section 7 of these PURCHASE TERMS shall apply.

### 15.3 GUARANTEE FOR ENGINEERING, SERVICES AND DESIGNS

The PROVIDER guarantees that the services and engineering delivered are complete, exact and adequate for the expected purpose, and that any engineering or services or design that has been specified by ALPEK have not been modified, eliminated or ignored. If the engineering or the services do not comply with this guarantee, ALPEK shall notify the PROVIDER in writing and the PROVIDER shall without delay and free of charge to ALPEK provide the engineering or corrected or complete services, to satisfy this guarantee. Furthermore the PROVIDER shall provide the equipment that results defective and/or missing as a result of its incomplete or defective engineering. Additionally, if ALPEK notifies of a deficiency in the services or the engineering and the PROVIDER does not respond within the following 30 (thirty) calendar days with engineering or corrected services or with the equipment that is deficient or missing as a result of that incomplete engineering, then, the PROVIDER shall be responsible for all the costs and expenses incurred by ALPEK and/or its Affiliates in correcting the engineering, the services, supplies, the deficient equipment and/or missing as a result of the defective or incomplete engineering or services.

### 15.4 MECHANICAL GUARANTEE

The PROVIDER expressly guarantees that all of the GOODS AND/OR SERVICES PROVIDED contemplated in the PURCHASE ORDER, and in each one of their parts, shall be new, not rebuilt, reconditioned or repaired, and that they comply with the specifications, drawings, samples, compliance guarantees or any other type of proportionate or specified description by ALPEK, and that they shall be marketable, of a good material and well manufactured, free from defects, from liens and hidden defects. The

PROVIDER further guarantees that the equipment shall be in good mechanical conditions of operation. The PROVIDER expressly guarantees that the material determined in the PURCHASE ORDER shall be optimal and sufficient for the specified purpose. If certificates, testing reports, or similar documents are a part of the agreed GOODS AND/OR SERVICES PROVIDED, the information contained therein shall be considered as guaranteed characteristics. Unless otherwise agreed to in writing, the PROVIDER expressly guarantees that upon compliance of the PURCHASE ORDER, it shall apply the principles of quality guarantee established by the corresponding ISO or by similar standards to those. The quality reports have to be archived in a secure manner during the required period in the current applicable legislation for these types of goods, however said period shall not be less than 10 (ten) years after the acceptance of conformity with what is set forth in the referred Section 15.1. If the PROVIDER does not comply with the guarantees established hereto during the specified period, it shall compensate for the defects immediately in the facilities of ALPEK or its Affiliates, (or, at the discretion of ALPEK, shall look for a third party to compensate for the defects at the cost of the PROVIDER), including without limitation replacement or repair of the equipment or parts of the equipment and the costs associated with its installation, replacement or reparation (including labor costs and materials). In case of replacement, the replacement pieces shall be new and delivered based on the INCOTERM 2020 (or those that replace them) established in the PURCHASE ORDER; provided that shipping shall be carried out in the fastest way possible. If the PROVIDER does not immediately repair the defects, or in case of an emergency, ALPEK shall be authorized to repair the defects itself, or to commission a third party to repair them; in any case the cost shall be paid by the PROVIDER. At the discretion of ALPEK, if the replacement or repair of the GOODS AND/OR SERVICES PROVIDED is not wanted by ALPEK, the PROVIDER shall provide to ALPEK an adequate reduction in the price of the PURCHASE ORDER that reflects the value of the GOODS AND/OR SERVICES PROVIDED in their defective state. Or when applicable, the price total of the PURCHASE ORDER.

### 15.5 GUARANTEE OF CONSTRUCTION

The PROVIDER guarantees that at any construction work site or assembly line; (i) the design, construction, engineering, assembly, and other associated activities, has been carried out, completed and delivered, and all works have been carried out, in a correct manner and with the sufficient technical experience, and in strict accordance with the terms and conditions of the different documents that comprise the PURCHASE ORDER, with all the technical documentation, with all the permits and applicable laws, and with the accepted engineering and industry practices, (ii) that all the materials have been new, and (iii) that all the workforce and materials have been first rate, complete, free from defects and in strict accordance with the PURCHASE ORDER and in compliance with the requirements, procedures and instruction from the providers. If this guarantee is not complied with, the PROVIDER shall correct, immediately, quickly and without cost to ALPEK and at the exclusive cost and expense of the PROVIDER, the workforce or defective materials (including removal, replacement or reinstallation of the affected materials) or shall correct the defective design to comply with the design according to the PURCHASE ORDER. Said corrective work shall be swiftly carried out through the redesign, repair, or replacement of the affected parts, to comply with the specifications set forth in the PURCHASE ORDER. ALPEK shall provide the PROVIDER access to the facility of ALPEK or its Affiliates depending on the case to execute its obligations according to this guarantee, to the extent that said access does not interfere with the normal operations of the facility. If within 10 (ten) days after ALPEK notified the PROVIDER of a defect in the materials, the workforce or the design, the PROVIDER has not begun or is not diligently correcting the defect, ALPEK may correct said defect, or commission a third party to carry out said activity, and the PROVIDER acknowledges and accepts that it shall be responsible for all costs, expenses and fees incurred by ALPEK in said repair, replacement or redesign, and shall pay said amounts within 15 (fifteen) days after receiving the corresponding invoice from ALPEK that contains the expenses carried out to correct said defect. Notwithstanding the foregoing, if there is an emergency that ALPEK determines places the persons, the property or the facility at risk, the requirement of 10 (ten) days of prior notice shall not be taken into consideration.

15.6 Unless differently agreed to in the PURCHASE ORDER, the period for the guarantees set forth in this Section 15, shall be extended for 24 (twenty four) months starting from the acceptance date of ALPEK according to Section 15.1 or else, starting from 18 (eighteen) months starting from their operation. In any way, the repaired or replaced goods shall be guaranteed for the remaining period of the original guarantee or 12 (twelve) months starting from the start of operation of the parts or repaired or replaced materials, whichever is the longer period. The PROVIDER shall replace or repair the hidden defects without additional fees to ALPEK. The hidden defects shall be defined as defects in the materials, the workforce or in the designs that occur within 5 (five) years after the delivery of the GOODS AND/OR SERVICES PROVIDED, and that may not have been discoverable during the guarantee period.

15.7 When a substitution delivery occurs, the goods originally delivered to ALPEK shall remain in their possession so that it uses them without charge until the substitution delivery is completely ready so that ALPEK puts it in operation. The same shall occur in case of total or partial termination of the PURCHASE ORDER caused by defective deliveries.

### 15.8 SUBCONTRACTOR GUARANTEE

In the event ALPEK authorizes the PROVIDER to subcontract personnel, the PROVIDER, shall subcontract in accordance with the guidelines set forth in this instrument and applicable laws. For the protection and benefit of ALPEK and its Affiliates, the PROVIDER shall obtain guarantees from all subcontractors for all the machinery, equipment, workforce and services, materials, supplies, among others, and said guarantees shall not be modified without prior written consent from ALPEK. The PROVIDER shall assure that said guarantees cover a period of at least 24 (twenty four) months starting from the acceptance date of ALPEK according to Section 15.1. Upon the expiration of the guarantees provided by the PROVIDER or upon the termination of the PURCHASE ORDER, whichever occurs first, said guarantees of the subcontractors shall be transferred without cost, assigned or placed at the disposal of ALPEK, and for that effect the PROVIDER shall deliver to ALPEK all necessary documentation. After the aforementioned assignment, ALPEK shall have the right to receive all payments, including payments of damages, paid by any subcontractor according to their guarantee. The PROVIDER shall do their best to obtain, for the benefit of ALPEK, guarantees from the subcontractors in excess of the 24 (twenty-four) months mentioned above, without it signifying an additional compensation to the subcontractors. Furthermore, the PROVIDER shall notify ALPEK of the availability of additional guarantees of the subcontractors at an additional cost. These guarantees of the subcontractors, including additional guarantees, in no way affect the obligations of the PROVIDER regarding the guarantees it is granting according to the PURCHASE ORDER.

### 15.9 PERFORMANCE GUARANTEES

The PROVIDER shall guarantee the performance of the GOODS AND/OR SERVICES PROVIDED, measured in performance tests in which parameters shall be measured such as production capacity, quality of the manufactured products, consumption of raw materials, energy consumption, among others. The parties shall agree in the PURCHASE ORDER everything relevant as well as the remedies in favor of ALPEK, including without limitation, payment of penalties, if the referred parameters do not comply with what is guaranteed. In case of disagreements due to quality, an independent expert opinion shall be obtained designated by mutual agreement of the parties. The parties agree to accept the report with the results from the designated expert. The party that results not favored by the report shall cover the costs from the expert opinion.

### 15.10 INTELLECTUAL PROPERTY GUARANTEE

The PROVIDER guarantees that the GOODS AND/OR SERVICES PROVIDED, and any component that is a part of them, does not violate nor shall it violate any right of Confidential Information (as defined later on in the document) from third parties, rights of intellectual property, patents, copyrights, trademarks, industrial secrets or any other confidentiality right, national or international (hereinafter "INTELLECTUAL PROPERTY"). In case of infringements to the INTELLECTUAL PROPERTY related to the GOODS AND/OR SERVICES PROVIDED, the PROVIDER shall obtain the right to use the equipment without affecting its functionality, or else, modify it or replace it, so that the use given by ALPEK or its Affiliates or its clients, is not considered to be an infringement. The PROVIDER shall hold ALPEK harmless of any claim derived from infringements to the INTELLECTUAL PROPERTY. The obligations of this guarantee shall survive the termination of the PURCHASE ORDER. For the purposes of this PURCHASE TERMS, it shall be understood as Confidential Information all the information received, provided, or released in written form, audio, visual, oral, print, electronic means, movies or any other written or graphic form, including but not limited to, all the information related to its operations, critical route, businesses, products, services, methods, processes, procedures, systems information, contracts, agreements, discoveries, ideas, designs, drawings, programs, know-how, financial information, technical information, databases, plans, projects and business policies and marketing methods that ALPEK and/or its Affiliates provide the PROVIDER or any other information that ALPEK expresses in writing or mark as confidential or secret.

### 15.11 ENVIRONMENTAL GUARANTEE

The PROVIDER guarantees that the GOODS AND/OR SERVICES PROVIDED shall comply with all the applicable environmental regulation, on the acceptance date by ALPEK according to Section 15.1.

### 15.12 SAFETY GUARANTEE

If applicable the PROVIDER guarantees that it shall implement a safety program, which shall be proposed by the PROVIDER and approved by ALPEK, designed to minimize the risk of work accidents during the execution of the works. The implementation of this safety program, does not exclude the PROVIDER from compliance of the internal ALPEK provisions nor from the current and applicable legislation. In case of infringements to this program or insecure practices that involve imminent risks to the facilities, operations and personnel of ALPEK, immediate actions shall be taken to suspend the works and correct the risk situations. If the PROVIDER does not take corrective actions within a reasonable timeframe, ALPEK reserves the right to correct said risk situations and bill the PROVIDER for the costs and expenses incurred. In addition to the remedies herein set forth, ALPEK shall have the remedies provided in the applicable legislation, and the right to rescind the PURCHASE ORDER.

### 15.13 COMPLIANCE TO THE PROGRAM GUARANTEE

The PROVIDER guarantees that its entire works and those of its subcontractors related to the GOODS AND/OR SERVICES PROVIDED, including engineering, procurement, equipment, materials, construction, assembly, inspection, testing and other remaining activities shall comply fully with the agreed programs with ALPEK.

### 15.14 NO LIENS GUARANTEE

The PROVIDER guarantees that the property of the GOODS AND/OR SERVICES PROVIDED, as well as any portion or component thereof, shall pass to ALPEK free from any lien or claim, and that none of said goods, services, materials, supplies or equipment shall be acquired by the PROVIDER subject to any agreement under which any person retains an interest in the property or any type of lien. This guarantee is effective as of the moment in which the property of the GOODS AND/OR SERVICES PROVIDED, or any portion thereof is transferred to ALPEK according to any of the provisions in the PURCHASE ORDER.

## 16. WORK CARRIED OUT IN ALPEK FACILITIES OR IN THE WORKPLACE

16.1 If the work is carried out in ALPEK facilities or of its clients, or in construction sites, these PURCHASE TERMS shall be supplemented by the instructions and safety rules, in the workplace and environmental protection of ALPEK or of its clients provided that the other aspects of the PURCHASE TERMS that do not refer to safety, security and environmental protection, maintain their validity and force. In this case ALPEK shall provide said instructions and/or written rules to the PROVIDER. Furthermore, the PROVIDER shall instruct their employees and subcontractors, so that they comply with said instructions and rules.

## 17. INTELLECTUAL AND INDUSTRIAL PROPERTY AND INDUSTRIAL SECRET

17.1 ALPEK preserves all its intellectual and industrial property rights in all the Confidential Information provided to the PROVIDER regarding the PURCHASE ORDER, including without limitation, any document, specifications, drawings, sketches, calculations or models and developments in industrial and industrial property including those carried out by the PROVIDER based on information provided by ALPEK. The PROVIDER shall use the Confidential Information for the exclusive purpose of compliance of the PURCHASE ORDER. Without previous and written approval from ALPEK, the PROVIDER is not authorized to fabricate products, for third parties, that are based on these documents, nor shall it be authorized to photocopy said documents, or reveal them to third parties which are not directly related with compliance of the PURCHASE ORDER or with part thereof, in any way. At the request of ALPEK, the PROVIDER shall return or destroy all the Confidential Information, including all the copies or reproductions thereof, previously provided by ALPEK, in connection with the PURCHASE ORDER. Notwithstanding the foregoing, the PROVIDER, in any way, shall be authorized to keep 1 (one) copy for the purposes of an archive required legally or by the agreement. The PROVIDER shall maintain the secrecy of the Confidential Information received from ALPEK by virtue hereof for a period of 10 (ten) years starting from the termination of the PURCHASE ORDER.

17.2 The PROVIDER agrees to deliver to ALPEK all documents and information produced related with the GOODS AND/OR SERVICES PROVIDED. ALPEK shall have the unlimited right to use the mentioned documents for the purposes of operation, maintenance, repair, training and expansion of the GOODS AND/OR SERVICES PROVIDED.

17.3 ALPEK, the GOODS AND/OR SERVICES PROVIDED and/or their clients shall not be mentioned in any publication for the purposes of advertising without prior written consent from ALPEK.

17.4 Accordingly, in addition to all other remedies available at law or in equity, in the event of any breach of any of such covenants by PROVIDER, it agrees that ALPEK may obtain an equitable relief including specific performance, a temporary restraining order, preliminary injunction and/or permanent injunction to prevent such breach or threatened breach, even without proof of actual damages. PROVIDER further agrees to waive any requirement for securing or posting of any bond in connection with such remedy. In the event ALPEK obtains any such relief, ALPEK shall be entitled to recover against PROVIDER all of its reasonable attorneys' fees, expenses and court costs incurred in connection with the enforcement of DAK's rights under this PURCHASE TERMS. Notwithstanding the aforesaid, ALPEK shall not be liable for any indirect, special, consequential or punitive damages suffered by the PROVIDER that may result from a breach of the present Agreement.

## 18. ACT OF GOD AND FORCE MAJEURE

18.1 None of the parties shall be obligated to comply with their obligations when these are impeded by an Act of God or Force Majeure. Neither the PROVIDER nor ALPEK shall be responsible for any infringement, loss, damage or delay due to war, riots, fires, floods, strikes, or working difficulties, government actions, natural disasters, delays in transportation, or other causes that are not under the reasonable control of the parties. In case of default in compliance due to any one of these causes, the date of delivery or the term for the termination shall be extended to reflect the time lost due to this delay. If the conditions of the Act of God or Force Majeure continue for more than 60 (sixty) calendar days, both the PROVIDER as well as ALPEK may consider the PURCHASE ORDER terminated without any responsibility for any of the parties after 7 (seven) days of having notified the other party in writing.

18.2 The aforementioned, provided that the compensation that corresponds to the PROVIDER comprises only payment of the expenses or goods effectively carried out and delivered until the moment of termination, and the reasonable expenses incurred and accepted by the PROVIDER to the satisfaction of ALPEK.

The PROVIDER shall be entitled to compensation, in case of termination of the PURCHASE ORDER due to an Act of God or Force Majeure, for the work effectively carried out prior to the termination. Furthermore, ALPEK is entitled to receive the results of the work it paid for.

## 19. COMPENSATION AND RESPONSIBILITIES

19.1 The PROVIDER agrees to defend, compensate and cover the damages to ALPEK and its clients, Affiliates, employees, agents and subcontractors against any loss, cost, damage or responsibility, including attorney's fees, derived from negligence or any other infringement of obligations by the PROVIDER, and those for whom the PROVIDER is responsible for according to the PURCHASE ORDER, or for GOODS AND/OR SERVICES PROVIDED.

19.2 In addition to the foregoing, the PROVIDER shall compensate ALPEK or its clients for any loss, damage, expense (including but not limited to attorney's fees), claims or responsibility derived from any type of infringement or claims due to infractions of any patent, brand, copyright, industrial secret or any other right similar based on the production, installation, use, lease or sale of any type of goods, materials or services provided to ALPEK in accordance with the PURCHASE ORDER. ALPEK shall notify the PROVIDER as soon as possible of any claim or infraction, and the PROVIDER shall, at its expense, defend, compromise, or dissipate any action or necessary actions to satisfy and release ALPEK from the aforementioned without any cost or expense.

## 20. INSURANCE AND SURETY BOND

20.1 The PROVIDER shall carry out and maintain an insurance coverage over the general responsibility and product responsibility sufficient to cover its obligations and responsibilities derived from the PURCHASE ORDER. The Provider's Insurance of general responsibility and product responsibility shall be maintained with a minimum limit per incident and an additional joint coverage according to the amount of its related operations with ALPEK. At the request of the other party, the PROVIDER shall deliver to ALPEK the insurance certificates that evidence it maintains the aforementioned insurance coverage.

20.2 Regarding the other insurance and surety bonds in connection with these PURCHASE TERMS, the parties acknowledge and accept that they shall be subjected to the agreement in the corresponding PURCHASE ORDER, attending to the premises there specified, according to the specific case.

## 21. MISCELLANEOUS

### 21.1 APPLICABLE LAWS AND JURISDICTION

The PURCHASE ORDER shall be issued and interpreted according to the laws of Argentina excluding the application of the regulations of private international law. The content of these PURCHASE TERMS shall not limit in any way the rights of ALPEK available under applicable law. In case of disagreement, the parties shall do their best to resolve said disagreement in an amicable manner during a period of 21 (twenty-one) calendar days starting from when the affected party notifies the other party of such situation. If an amicable resolution is not possible, the controversy shall be resolved (unless a different agreement is arrived at) according to the commercial rules of arbitration of the International Chamber of Commerce (*Cámara de Comercio Internacional*) before one arbitrator assigned according to said rules. ALPEK reserves the right to file a lawsuit against the PROVIDER in their domicile. The PROVIDER expressly waives the jurisdiction of any other judicial authority. All controversies shall be resolved according to what is set forth in the PURCHASE ORDER and the documents which form a part thereof.

### 21.2 ASSIGNMENT

Any attempt to assign, transfer or delegate any right, duty or obligation contained hereto to a third party without written consent from the other party shall be invalid. Notwithstanding the foregoing the parties agree that ALPEK may assign the PURCHASE ORDER to any of its Affiliates, through a written notice to the PROVIDER with 30 (thirty) calendar days of anticipation.

### 21.3 WAIVER OF RIGHTS

The omission of ALPEK or the PROVIDER to exercise any of their rights shall not constitute any waiver or loss thereof.

### 21.4 SEVERABILITY

If any provision of the PURCHASE ORDER is determined null or not enforceable, this determination shall not cause other provisions to be null or not enforceable, and ALPEK and the PROVIDER will do its best to substitute such provision by a valid provision that covers the original commercial intent so long as it legally possible.