



GENERAL TERMS AND CONDITIONS

VERSION: 1.0 (OCTOBER 2019)

ALL THE SUPPLIERS MUST CHECK THE TERMS AND CONDITIONS OF THIS DOCUMENT AND THE PROCEDURES AND POLICIES OF THESE LINKS:

- [DOCUMENTS OF SAFETY AND HEALTH](#)
- [DOCUMENTS OF ENVIROMENT](#)
- [SUPPLIER CODE OF CONDUCT](#)

1. **DEFINITIONS:** SUPPLIER OR VENDOR IS THE ENTITY THAT SELLS THE PRODUCTS INCLUDED IN THIS PURCHASE ORDER, UNDER THE TERMS AND CONDITIONS SPECIFIED HEREIN. BUYER, CLIENT, USER OR CERRO VERDE, MEAN SOCIEDAD MINERA CERRO VERDE S.A.A. THIS PURCHASE ORDER SUPERSEDES ANY OTHER COORDINATION OR COMMITMENT, VERBAL OR WRITTEN, RELATED TO THE SUPPLY OF THE PRODUCTS HEREIN INCLUDED AND BECOMES THE ONLY AND EXCLUSIVE BOND THAT REGULATES SUCH CONTRACT, UNDER IS TERMS AND CONDITIONS, ONCE THE WRITTEN ACCEPTANCE BY THE SUPPLIER IS RECEIVED, OR ONCE SUPPLIER TAKES ACTION FOR THE ATTENTION OF THIS PURCHASE ORDER, WHICHEVER OCCURS FIRST.
2. **GENERAL ENVIRONMENTAL CONDITIONS:** GENERAL ENVIRONMENTAL CONDITIONS GOVERNING THE SUPPLY UNDER THIS PURCHASE ORDER ARE AS FOLLOW: APPROXIMATE 2,750 M ABOVE SEA LEVEL. MAXIMUM ANNUAL TEMPERATURE IS 26°C. MINIMUM ANNUAL TEMPERATURE IS 7°C. RELATIVE HUMIDITY IS 60%. TYPICAL ANNUAL RAINFALL IS 36.27 MM. MAXIMUM 24HRS. 30MM. PREVAILING WIND DIRECTION NW - W. AVERAGE WIND SPEED 23KM/H. SEISMIC DESIGN ZONA 3 UBC 1997.
3. **COMMUNICATIONS:** TO ALL PURPOSE, COMMUNICATIONS RELATED TO THIS ORDER MUST BE IN WRITTEN. SUPPLIER MUST DIRECT ITS COMMUNICATIONS TO THE EXPEDITOR INCLUDED IN THE NOTIFICATION OF WARD OF THIS ORDER. THE COST RELATED TO THE PHYSICAL SHIPMENT OF DOCUMENTS OR ANY OTHER MATERIALS WITHIN THE TERM OF THIS PURCHASE ORDER WILL BE UNDERTAKEN BY THE SENDER. ANY INSTRUCTION FOR THE DELIVERY/SHIPMENT OF THE GOODS SHALL BE RECEIVED BY THE SUPPLIER FROM AN AUTHORIZED PERSON WITH THE SOURCING DEPARTMENT OF CERRO VERDE IN ORDER TO BE VALID. ANY COST RESULTANT OF NON-COMPLIANCE WITH THIS INSTRUCTION SHALL BE AT SELLER'S EXPENSE.
4. **COMMERCIAL TERMS:** THIS PURCHASE ORDER IS SUBJECT, WITHOUT EXCEPTIONS, TO THE FOLLOWING COMMERCIAL TERMS. PRICE: UNIT PRICES DETAILED IN THIS PURCHASE ORDER, IN ANY CURRENCY IN WHICH THEY ARE EXPRESSED, ARE FIXED, FIRM AND ARE NOT SUBJECT TO ESCALATION OR ANY TYPE OF READJUSTMENT DURING THE TERM OF VALIDITY OF THIS ORDER, EXCEPT WHEN IT IS EXPRESSLY STATED IN THIS DOCUMENT. THE TOTAL VALUE OF THIS PURCHASE ORDER IS FINAL AND CORRESPONDS TO THE CONDITIONS, PLACES OF DELIVERY AND TRANSFERENCE OF RESPONSIBILITIES INDICATED IN IT, ACCORDING TO INCOTERMS REVISION 2000. THERE ARE NO ADDITIONAL



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COST, OR CONCEPTS PENDING OF DEFINITION FOR ANY REASON, EXCEPT WHEN EXPRESSLY INDICATED IN THIS DOCUMENT.

5. **PAYMENT TERMS:** THE PAYMENT OF THIS PURCHASE ORDER WILL BE MADE BY BANK TRANSFER TO THE ACCOUNT INDICATED BY THE SUPPLIER, 100% NET AS PER THE TERM NOTED IN THIS ORDER, FOLLOWING RECEIPT OF THE DULY ISSUED COMMERCIAL INVOICE, AS DETAILED IN THIS DOCUMENT, IN THE DEPARTMENT OF ACCOUNTS PAYABLE OF SOCIEDAD MINERA CERRO VERDE, AFTER THE SATISFACTORY DELIVER OF THE PRODUCTS UNDER THE AGREED CONDITIONS, OR ACCORDING TO THE PAYMENT SCHEDULE THAT IS ESTABLISHED FOR THIS ORDER. PARTIAL DELIVERIES AND INVOICING ARE ACCEPTED, EXCEPT WHEN THERE IS AN EXPRESS INSTRUCTION TO THE CONTRARY FROM CERRO VERDE.
6. **TERMS OF DELIVERY:** THE DELIVERY DATE THAT IS AGREED IN THIS PURCHASE ORDER REPRESENTS THE FINAL COMMITMENT, FIXED AND UNALTERABLE ASSUMED BY THE SUPPLIER FOR THE COMPLETE DELIVERY OF THE MATERIALS INCLUDED IN IT. DELIVERY OF MATERIALS INCLUDED IN THIS ORDER WILL BE MADE ON OR BEFORE THE INDICATED DATE.
7. **TIMER OF ESSENCE:** THE AGREED DELIVERY TERMS ARE ESSENTIAL PART OF THIS COMMERCIAL AGREEMENT. IF THEY ARE NOT MET, CERRO VERDE MAY, IN ADDITION TO ANY LATER DEMAND FOR LIQUIDATED DAMAGES AS INDICATED IN THESE TERMS, CANCEL ANY PENDING PURCHASE ORDER PARTIALLY OR TOTALLY, WITHOUT ANY FURTHER MECHANISM THAN SENDING THE SUPPLIER A WRITTEN COMMUNICATION ANNOUNCING SUCH CANCELLATION DUE TO NON-COMPLIANCE WITH THE TERM OF DELIVERY AND WITHOUT ANY OBLIGATION OF PAYMENT FOR THE PART THAT HAS NOT BEEN DELIVERED, INCLUDING THE FULL REFUND OF ANY ADVANCE PAYMENTS MADE.
8. **DOCUMENTS:** IT IS EXPRESSLY AGREED THAT THE REQUIRED DOCUMENTS ARE PART OF THE DELIVERY COMMITMENT UNDERTAKEN BY THE SUPPLIER. CERRO VERDE RECOGNIZES THE SUPPLIER AS A SPECIALIST IN THE PROVISION OF THE MATERIALS INCLUDED IN THIS ORDER AND IN THE PREPARATION OF THE RELATED DOCUMENTS, SUCH AS DRAWINGS, CALCULATIONS, TECHNICAL SHEETS, SPECIFICATIONS, ETC. THE SUPPLIER THEREFORE RECOGNIZES THAT ACCEPTANCE BY CERRO VERDE OF ANY TECHNICAL DOCUMENT DOES NOT REPLACE ITS FINAL RESPONSIBILITY FOR THE ACCURATENESS AND APPLICABILITY OF SUCH INFORMATION TO THE DELIVERED MATERIALS.
9. **PENALTY FOR LATE DOCUMENTS AND INFORMATION SUBMITTAL:** THE SUPPLIER GUARANTEES THE COMPLIANCE WITH THE AGREED DATE TO DELIVER THE DOCUMENTS THAT ARE RELATED TO THIS PURCHASE ORDER. THE SUPPLIER RECOGNIZES THAT NONCOMPLIANCE WITH THE DATE AGREED FOR THE DELIVERY OF DOCUMENTS RESULTS IN SUBSTANTIAL DAMAGES FOR CERRO VERDE. IT IS THEREFORE AGREED THAT IN THE UNLIKELY CASE OF DELAY IN DOCUMENT DELIVERY, THIS SUPPLIER MUST PAY CERRO



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VERDE THE AMOUNT OF 1% OF THE TOTAL VALUE OF THIS PURCHASE ORDER PER CALENDAR WEEK OF DELAY, UP TO A MAXIMUM OF 10% OF THE TOTAL VALUE OF THE PURCHASE ORDER.

10. **PENALTY FOR LATE MATERIAL DELIVERY:** THE SUPPLIER GUARANTEES COMPLIANCE WITH THE DATE AGREED IN THIS PURCHASE ORDER, TO DELIVER THE MATERIALS INCLUDED IN IT. THE SUPPLIER RECOGNIZES THAT NON-COMPLIANCE WITH THE DATE AGREED FOR THE DELIVERY OF MATERIALS, RESULTS IN SUBSTANTIAL DAMAGES FOR CERRO VERDE. IT IS THEREFORE AGREED THAT IN THE UNLIKELY CASE OF DELAY IN THE DELIVERY OF MATERIALS, THE SUPPLIER MUST PAY CERRO VERDE THE AMOUNT OF 1% OF THE TOTAL VALUE OF THIS PURCHASE ORDER PER CALENDAR WEEK OF DELAY, UP TO A MAXIMUM OF 10% OF THE TOTAL VALUE OF THE PURCHASE ORDER IN ADDITION OF ANY OTHER PENALTIES INCLUDED IN THIS ORDER. IT IS ALSO AGREED THAT THIS CLAUSE SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER MECHANISM THAT MIGHT BE ACCESSIBLE TO CERRO VERDE IN CASE THE SUPPLIER DOES NOT COMPLY WITH ANY OTHER ASPECT OF THIS PURCHASE ORDER, INCLUDING LEGAL ACTIONS THAT MIGHT BECOME NECESSARY. PAYMENTS FOR THE DELAYS THAT ARE DESCRIBED IN THIS CLAUSE MAY BE DEDUCTED FROM ANY AMOUNT PENDING OF PAYMENT TO THE SUPPLIER FOR THIS OR ANY OTHER PURCHASE ORDER, SERVICE ORDER, OR CONTRACT SUPPLIER MAY HAVE WITH CERRO VERDE.
11. **SUBSTITUTION OF MATERIALS:** NO SUBSTITUTION OF MATERIALS WILL BE ACCEPTED, EXCEPT FOR THOSE THAT ARE APPROVED IN WRITING BY SOCIEDAD MINERA CERRO VERDE. CHANGES OR REPLACEMENTS IN THE PHYSICAL CHARACTERISTICS OR IN THE DENOMINATION OF A PRODUCT, INCLUDING DESCRIPTIONS, PART NUMBERS, COMPOSITIONS OR ANY OTHER SPECIFICATION, MUST BE COMMUNICATED TO CERRO VERDE IN WRITING, FOR THEIR APPROVAL, PRIOR TO THE DELIVERY OF SUCH MATERIALS . SUPPLIER SHALL ISSUE THE CORRESPONDENT CREDIT NOTES.
12. **INVOICING INSTRUCTIONS:** THE SUPPLIER MUST ISSUE ITS INVOICE NECESSARILY INCLUDING THE FOLLOWING POINTS:
 - a. NAME OF THE SUPPLIER, ADDRESS, TELEPHONE AND FAX
 - b. INVOICE NUMBER AND DATE OF EMISSION
 - c. PURCHASE ORDER NUMBER
 - d. ITEM NUMBER IN THE PURCHASE ORDER
 - e. DESCRIPTION AND AMOUNT OF EACH INVOICED ITE
 - f. UNIT AND EXTENDED PRICE FOR EACH ITEM
 - g. TOTAL VALUE OF THE INVOICE
13. **BRAND AND ORIGIN OF THE PRODUCTS:** NO INVOICES WILL BE ACCEPTED THAT INCLUDE MORE THAN ONE PURCHASE ORDER. DISCREPANCIES BETWEEN THE VALUE OF THIS PURCHASE ORDER AND THE RECEIVED INVOICES PREVENT THE PAYMENT OF SUCH



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INVOICES, SO THEY WILL BE REJECTED, WITHOUT THE SUPPLIER'S RIGHT TO CLAIM. THE SUPPLIER MUST SEND THE CORRECTLY ISSUED INVOICE TO:

SOCIEDAD MINERA CERRO VERDE S.A.A.
AV. ALFONSO UGARTE 304.
CERCADO, AREQUIPA, PERU.
ATTENTION: ACCOUNTS PAYABLE

14. **QUALITY AND GUARANTEE:** THE SUPPLIER EXPRESSLY GUARANTEES THAT THE MATERIALS SUPPLIED UNDER THIS PURCHASE ORDER ARE FREE FROM DEFECTS IN DESIGN, MATERIALS OR WORKMANSHIP, FOR A PERIOD OF 12 MONTH FROM INSTALLATION, OR 18 MONTHS FROM DELIVERY, WHICHEVER OCCURS FIRST; IN ADDITION OF ANY OTHER GUARANTEE INCLUDED IN SUPPLIER'S OFFER, AS LONG AS THEY ARE LARGER THAN THE MINIMUM GUARANTEE ESTABLISHED IN THIS CLAUSE. THE SUPPLIER IS COMMITTED TO REPLACING, AT THIS EXPENSE; ANY MATERIAL THAT IS DEFECTIVE OR THAT DOES NOT COMPLY WITH THE AGREED CHARACTERISTICS OR SPECIFICATIONS. THE SUPPLIER WILL ALSO UNDERTAKE HANDLING, PACKING, CUSTOMS AND TRANSPORTATION COSTS TO CERRO VERDE IN THE CASES IN WHICH THE LATTER HAS INCURRED IN SAID COSTS WITH REGARD TO THE DEFECTIVE PRODUCTS. THE SUPPLIER IS ALSO COMMITTED TO DELIVERING THE QUALITY AND/OR GUARANTEE CERTIFICATES THAT APPLY TO PRODUCTS ACQUIRED UNDER THIS PURCHASE ORDER. CERRO VERDE ALSO RESERVES THE RIGHT TO MAKE ANY DIRECT OR INDIRECT INSPECTIONS IT DEEMS NECESSARY DURING FABRICATION PROCESSES, IN ORDER TO VERIFY THE QUALITY OFFERED BY THE SUPPLIER. CERRO VERDE MAY ALSO HAVE MADE OR DIRECTLY MAKE ANY ANALYSES THAT IT DEEMS CONVENIENT TO CONFIRM THE TECHNICAL CHARACTERISTICS OF THE MATERIALS TO BE SUPPLIED TO THE COMPANY.
15. **PATENTS:** THE SUPPLIER MUST HAVE ALL PRODUCT FABRICATION AND COMMERCIALIZATION AUTHORIZATIONS FOR THE PRODUCTS IT SUPPLIES TO CERRO VERDE AND IS COMMITTED TO DEFEND CERRO VERDE, ITS CONTRACTORS AND AGENTS FROM ANY VIOLATION OR NON-COMPLIANCE PROCEDURE INITIATED BY ANY ENTITY.
16. **EXPEDITING:** THE SUPPLIER IS COMMITTED TO PROVIDE DETAILED INFORMATION ON THE STATUS OF THE PURCHASE ORDER WHEN IT IS REQUIRED BY CERRO VERDE OR ITS AGENTS DURING THE TERM OF THE ORDER. THE SUPPLIER IS ALSO COMMITTED TO IMMEDIATELY INFORM CERRO VERDE IN WRITING, ABOUT ANY CONDITION THAT AFFECTS THE CALENDAR OF EVENTS OR THE DELIVERY DATE OF MATERIALS.
17. **SUB-SUPPLIERS:** IF IT IS SO REQUESTED, SUPPLIER WILL GIVE CERRO VERDE NON APPRAISED COPIES OF THE PURCHASE ORDERS THAT HAVE BEEN ISSUED TO ITS SUBSUPPLIERS AS PART OF THE ATTENTION PROCESS TO THE SUPPLIES FOR CERRO VERDE.



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18. **INSPECTIONS:** CERRO VERDE RESERVES THE RIGHT TO CONDUCT ANY INSPECTIONS IT MAY DEEM CONVENIENT IN THE SUPPLIER'S FACILITIES OR IN THOSE OF THE SUBSUPPLIERS, TO ENSURE COMPLIANCE WITH BOTH TECHNICAL AND QUALITY ASPECTS AND THE DELIVERY SCHEDULE. THE SUPPLIER MUST GIVE THE NECESSARY FACILITIES FOR SUCH INSPECTIONS; IF NOT, CERRO VERDE MAY TOTALLY OR PARTIALLY CANCEL THIS ORDER.
19. **TRAFFIC AND LOGISTICS:** THE SUPPLIER MUST NOTIFY IN WRITING ABOUT SPECIAL REQUIREMENTS FOR HANDLING, TRANSPORTING OR STORING THE MATERIALS TO BE DELIVERED UNDER THIS PURCHASE ORDER, INCLUDING THE CONDITIONS THAT ARE RECOMMENDED FOR TRANSPORTATION AND STORAGE. DELIVERY OF MATERIALS MUST BE SUPPORTED BY THE DETAILED PACKING LIST AND THE COMMERCIAL INVOICE AND OTHER STIPULATED DOCUMENTS, IN THE CASE OF FOREIGN SUPPLIERS.
20. **TRANSPORTATION:** IN THE CASE OF DELIVERIES AGREED TO BE MADE IN CERRO VERDE PREMISES AT THE MINE SITE IN AREQUIPA, THE SUPPLIER MUST MAKE SURE THE TRANSPORTATION UNITS IT USES FOR THIS DELIVERY COMPLY WITH SOCIEDAD MINERA CERRO VERDE'S OPERATIONAL AND SAFETY CONDITIONS AND WITH ALL THOSE THAT MAY BE APPLICABLE ACCORDING TO ENFORCEABLE LAWS OR REGULATIONS INCLUDING, BUT NOT LIMITED TO EMISSION CONTROL, TECHNICAL REVISIONS, AVAILABILITY OF SAFETY IMPLEMENTS FOR THE UNIT AND ITS OPERATORS, ETC. CERRO VERDE MAY DENY ACCESS TO ITS PREMISES TO THOSE TRANSPORTATION UNITS THAT DO NOT COMPLY WITH WHAT IS STIPULATED IN THIS PARAGRAPH AND WILL NOT BE RESPONSIBLE FOR RE-SHIPING COSTS, DEMURRAGE OR NON-PERFORMED FREIGHTS AND WILL CONSIDER THE GOODS AS NOT-RECEIVED IN ITS REGISTERS, WITH ANY PENALTIES THAT MAY ARISE FROM THIS.
21. **PACKING AND MARKING:** THE PRICES OF THE MATERIALS THAT ARE DETAILED IN THIS PURCHASE ORDER INCLUDE PACKING AND ANY MEANS THAT ARE NECESSARY TO GUARANTEE THE PROTECTION AND CORRECT IDENTIFICATION OF THE MATERIALS DURING ITS MULTIMODAL TRANSPORTATION TO ITS FINAL DESTINATION IN CERRO VERDE PREMISES IN AREQUIPA - PERU. THE SUPPLIER IS OBLIGATED TO MAKE A CORRECT PACKING AND LOADING OF THE MATERIALS IT SUPPLIES UNDER THIS PURCHASE ORDER, IN A WAY THAT ALLOWS FOR AN ADEQUATE AND SAFE HANDLING OF THE PARCELS, PIECES OR PACKAGES THAT ARE RECEIVED IN CERRO VERDE'S PREMISES OR THOSE OF ITS AGENTS. PARCELS OF A SPECIAL NATURE, INCLUDING BUT NOT LIMITED TO PLATES, IBC'S, DRUMS OF ANY KIND, CYLINDERS, BIG BAGS, SACKS, BAGS, SPOOLS, REELS, ETC., MUST BE DELIVERED IN PALLETS OR PACKED IN SUCH A WAY THAT ALLOWS FOR THEIR CORRECT AND SAFE HANDLING. CERRO VERDE MAY DENY, DIRECTLY OR THROUGH ITS APPOINTED AGENTS, THE RECEPTION OF ANY GOODS THAT DO NOT COMPLY WITH THE STIPULATIONS OF THIS POINT. IN CASE THIS REJECTION HAPPENS, MATERIALS WILL BE UNDERSTOOD AS NON-RECEIVED AND WILL BE SUBJECT TO ANY PENALTIES OR OVERCHARGES THAT ARE HEREIN ESTABLISHED. COSTS REQUIRED TO CORRECT THE CONDITIONS THAT CAUSED THE MENTIONED REJECTION, WILL BE ENTIRELY UNDERTAKEN BY THE SUPPLIER,



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INCLUDING THE COSTS FOR DEMURRAGE OR NON-PERFORMED FREIGHTS, WHEN CERRO VERDE IS TO PICK UP THE MERCHANDISE FROM THE SUPPLIER'S OR ITS SUB-SUPPLIER'S FACILITIES. PACKING MUST CONSIDER THE FOLLOWING ENVIRONMENTAL FACTORS:

- a. MINIMIZE THE QUANTITY OF PACKAGING AND REJECT MATERIALS WHICH DURABILITY IS RELATIVELY LOW.
 - b. VENDOR MUST PROVIDE FACILITIES FOR THE RETURN OF PACKAGING, CONTAINERS, OBSOLETE AND DAMAGED MATERIALS FOR ITS FINAL DISPOSAL OR REUSE OF ALL OR PART IN ITS FACILITIES, WHENEVER POSSIBLE
 - c. MAKE THE PACKAGING OF MATERIAL AND CHEMICAL PRODUCTS IN GROUPS AND NOT BY UNITS, WHENEVER POSSIBLE
 - d. PACKING MATERIAL MUST BE RECYCLABLE AND/OR RECYCLED
 - e. CHEMICALS PRODUCTS MUST BE DELIVERED WITHOUT EXCEPTIONS ACCOMPANIED BY THE TECHNICAL SHEET AND MATERIAL SAFETY DATA SHEET (MSDS) APPROVED BY THE AREA OF SAFETY AND ENVIRONMENT OF SMCV. IN CASE OF PRODUCT REPLACEMENT OR UPDATES TO SAFETY DATA SHEET, IT MUST BE SUBMITTED FOR APPROVAL BEFORE THE DELIVERY OF THE PRODUCT.
 - f. PARTS CONTAINING FUEL, OILS, OR GREASE, MUST BE CONTAINED IN SUCH WAY THAT PREVENTS DISPERSION, SPILLS OR EVAPORATION OF SUCH SUBSTANCE.
 - g. PACKING FOR IMPORTS TO PERU MUST BEAR THE REGISTER AND SEAL PLACED BY THE SANITARY AUTHORITY IN THE COUNTRY OF ORIGIN, WHICH MUST CONTAIN THE FOLLOWING CHARACTERISTICS: INFORMATION ACCORDING TO THE NIMF-15 NORM (CONSIGNING COUNTRY CODE, CODE OF THE AUTHORIZED ENTITY TO MAKE THE TREATMENT, TYPE OF TREATMENT, IPPC CODE OF THE COUNTRY OF ORIGIN, ISO CODE OF THE COUNTRY OF ORIGIN). THE INFORMATION MUST BE CLEARLY VISIBLE, IN CLEAR LETTERS AND CLEARLY IDENTIFIABLE. CERRO VERDE OR ITS AGENTS WILL GIVE TIMELY COMMUNICATION ABOUT ANY SPECIAL MARKING NEEDS.
22. **DELIVERY NOTICE:** THE SUPPLIER MUST NOTIFY IN WRITING, NO LATER THAN 7 DAYS BEFORE, WHEN THE GOODS ARE READY TO BE PICKED UP OR DELIVERED. SUCH NOTICE MUST INCLUDE DETAILS ON PACKAGES TO BE DELIVERED, INCLUDING THEIR WEIGHTS AND DIMENSIONS, AND ANY OTHER CONSIDERATIONS THAT MAY BE DEEMED CONVENIENT. CONTACT INFORMATION FOR DELIVERY/SHIPMENT OF THE GOODS IS ALSO INCLUDED WITH THIS ORDER.



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23. **TRANSPORTATION / STORAGE RECOMMENDATIONS:** SUPPLIER MUST INCLUDE IN THE DELIVERY NOTICE EXPLAINED ABOVE, THE INSTRUCTIONS AND RECOMMENDATIONS FOR PROPER TRANSPORTATION, HANDLING AND STORAGE OF THE MATERIALS INCLUDED IN THIS ORDER. THESE RECOMMENDATIONS MUST BE BASED IN A PERIOD OF STORAGE OF 1 YEAR IN OUTDOOR CONDITIONS.
24. **FORCE MAJEURE:** IN CASE NON-COMPLIANCE WITH ANY OBLIGATION ARISING FROM THIS CONTRACT WAS DUE TO A FORCE MAJEURE CASE, THE OBLIGATIONS IN CHARGE OF THE INVOLVED PARTY WILL NOT BE DEMANDABLE DURING THE TIME THE CAUSE OF THE FORCE MAJEURE REMAINS. IN CASE THE AGREEMENTS OF THE CLAUSE OR THE OBLIGATIONS WERE NOT COMPLIED WITH THAT IS AFFECTED BY THE FORCE MAJEURE CASE IN A TERM OF 15 DAYS AFTER THE CIRCUMSTANCE HAS DISAPPEARED, THE AFFECTED PARTY WILL HAVE THE RIGHT TO CONSIDER THIS CONTACT AS TERMINATED, AND MUST GIVE WRITTEN NOTICE ABOUT ITS DECISION.
25. **FIELD VISITS:** IN CASE ONE OR MORE VISITS WERE NECESSARY TO CERRO VERDE PREMISES DURING THE TIME OF VALIDITY OF THIS PURCHASE ORDER, THE SUPPLIER DECLARES TO KNOW AND ACCEPT THE REGULATION FOR CONTRACTORS ISSUED BY SOCIEDAD MINERA CERRO VERDE S.A.A.
26. **CONFIDENTIALITY:** ANY TYPE OF INFORMATION RECEIVED BY THE SUPPLIER DURING THE TIME OF VALIDITY OF THIS ORDER IS OF CONFIDENTIAL NATURE, SO IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT THE PREVIOUS WRITTEN CONSENT OF CERRO VERDE.
27. **FIELD SERVICES:** IF THE SUPPLIER'S SERVICES WERE REQUIRED AT THE CERRO VERDE PREMISES WITH REGARDS TO THIS PURCHASE ORDER, SUCH SERVICES MUST BE MANAGED BY MEANS OF A CONTRACT OR SERVICE ORDER. IT IS EXPRESSLY STATED THAT THIS PURCHASE ORDER DOES NOT INCLUDE ANY SERVICE OR ASSISTANCE TO BE GIVEN WITHIN CERRO VERDE'S PROPERTY.
28. **INDEPENDENT CLAUSES:** THE CLAUSES THAT ARE INCLUDED IN THIS PURCHASE ORDER ARE INDEPENDENT. NON-APPLICABILITY OF ANY OF THEM UNDER PARTICULAR CONDITIONS, DOES NOT RELEASE FROM THE COMPLIANCE WITH THE REST OF THEM.
29. **APPLICABLE LAW AND ARBITRATION:** IN ALL THAT IS APPLICABLE, THIS PURCHASE ORDER WILL BE RULED BY PERUVIAN LEGISLATION. IN CASE ANY CONTROVERSIES AROSE WITH REGARD TO THE CORRECT COMPLIANCE OF THE OBLIGATION AS STIPULATED HEREIN, THE PARTIES, IN ORDER TO SOLVE THEM, WILL TRY TO DO SO BY DIRECT NEGOTIATION BETWEEN THEIR REPRESENTATIVES, WHO WILL HAVE ABSOLUTE CAPACITY TO SOLVE THE PROBLEMS. TO THIS EFFECT, NO LATER THAN THREE WORKING DAYS AFTER ONE OF THE PARTIES NOTIFIES THE OTHER PARTY IN WRITING ABOUT THE EXISTENCE OF ONE OR MORE CONTROVERSIAL POINTS, EACH PARTY WILL APPOINT A MAXIMUM OF TWO



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REPRESENTATIVES, WHO WITHIN THE NEXT SEVEN WORKING DAYS MUST GET TOGETHER TO CONTEMPLATE A POSSIBLE SOLUTION TO THE PROBLEMS AND MUST EMIT A FINAL DECISION IN A MAXIMUM TERM OF TEN WORKING DAYS. NONCOMPLIANCE BY THE PARTIES WITH THE INDICATED TERMS, WILL DETERMINE THEIR EXPRESS WAIVER TO THE USE OF THIS SYSTEM. IF NO SATISFACTORY AGREEMENT CAN BE REACHED BY DIRECT NEGOTIATION, THE PARTIES WILL SUBMIT THE CONTROVERSY TO THE ARBITRATION CENTER OF THE CHAMBER OF COMMERCE AND INDUSTRY OF LIMA - PERU, TO WHICH REGULATIONS THEY SUBMIT UNCONDITIONALLY.

30. **CANCELLATION FOR CONVENIENCE:** CERRO VERDE MAY CANCEL THIS ORDER TOTALLY OR PARTIALLY AND MUST COMMUNICATE SUCH CANCELLATION IN WRITING TO THE SUPPLIER, WHO WILL STOP ALL PROCESSES RELATED TO THE ATTENTION OF THE CANCELLED PART. CERRO VERDE IS OBLIGATED TO COMPENSATE THE SUPPLIER FOR THE COSTS INCURRED IN THE CANCELLED PART, TO THE TIE OF THE CANCELLATION NOTICE, EXCEPT AS INDICATED IN CLAUSE 5 OF THIS ORDER. IN TURN, THE SUPPLIER COMMITS ITSELF TO MAKE ALL EFFORTS TO REASSIGN THE CANCELLED PART OF THE ORDER TO ANOTHER CONSIGNEE OR CLIENT, IN ORDER TO REDUCE THE COSTS THAT ARE TRANSFERABLE TO CERRO VERDE DUE TO THE CANCELLATION. IT IS AGREED THAT PAYMENTS FOR CANCELLATION WHICH THE PREVIOUS PARAGRAPH REFER TO ARE LIMITED TO COSTS EFFECTIVELY INCURRED BY THE SUPPLIER AND PROPERLY DOCUMENTED, AND THEY DO NOT INCLUDE NON-RECEIVED PROFITS OR OTHER CONCEPTS ALIEN TO THE DIRECT ATTENTION OF THE CANCEL PART.