

**GENERAL TERMS AND CONDITIONS - PURCHASE ORDER**

Version: 2.0 (May 2021)

All vendors must review and mandatorily comply with the terms and conditions (hereinafter the T&Cs) outlined in this document and the procedures and policies of the following links:

- [General Documents](#)
- [Occupational Health and Safety documents](#)
- [Environmental documents](#)

The purchase order (hereinafter the PO) and these terms and conditions, supersede any other coordination, commitment or Terms and Conditions, related to the purchase of goods included in the PO or proposed by the vendor in its technical-financial proposal and becomes the sole and exclusive link regulating such contract. The vendor acknowledges that this PO shall be deemed accepted in all its terms and conditions once the written acceptance has been sent or once the arrangements for its attention have been made, whichever occurs first.

1. Definitions: The following definitions should be considered for the terms outlined in this document:

- a. Vendor, supplier or contractor is the entity selling the materials included in the PO under the terms and conditions specified herein.
- b. Buyer, customer, user, Cerro Verde or SMCV means Sociedad Minera Cerro Verde S.A.A.

2. General Environmental Conditions: The following are the environmental conditions present at SMCV, which are applicable to this purchase order: Approximate elevation 2,750 meters above sea level. Maximum annual temperature 26°C. Minimum annual temperature 7°C. Relative humidity 60%. Typical annual rainfall 36.27mm. Maximum rainfall 24hrs. 30mm. Prevailing wind direction nw-w. Average wind speed 23km/h. Seismic classification zone 3 UBC 1997.

3. Communications: For all purposes, communications shall be made by e-mail. The vendor shall address its communications to the Buyer named in the communication with which the PO was formalized. The cost related to the physical submission of documentation or any other material within the term of the PO shall be borne by the Vendor. All dispatch/delivery instructions must be originated or approved by the authorized personnel of SMCV's procurement area. Any dispatch/deliveries made by the vendor in breach of these instructions shall be made at the vendor's own expense and risk, without any liability to SMCV.

4. Price: The prices detailed in the PO, in any currency in which they are expressed, are fixed and are not subject to any type of readjustment during the term of the PO; unless there is an exceptional and duly accredited negotiation previously agreed in writing between both parties (for example in the following cases but not limited to: technical changes requested by SMCV, changes of delivery point, readjustments or others). The total value of this purchase order is final and corresponds to the conditions, places of delivery and transfer of responsibilities indicated in it, or according to the Incoterms agreed. There is no additional cost or pending definition for any concept.



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5. Terms of payment: Payment of the PO shall be made, according to the term or schedule set therein, counted from the date of receipt of the correctly issued commercial invoice, and after the satisfactory delivery of the products under the agreed conditions. Partial deliveries and invoices may be accepted, prior coordination and acceptance of both parties.

- For domestic vendors, payment will be made by bank transfer to their current account at BCP or by cashier's check issued by BCP, if they do not have an account at this bank.
- For foreign vendors, payment will be made by bank transfer to the account and Swift/ABA indicated by the vendor.

To view the status of their invoices and payment dates, the vendor should check the Global Supplier Portal ([click here](#)). To start using the portal, vendors should read the instruction manual ([click here](#)). In case an invoice is not in the portal or the payment date is overdue, the vendor should call the telephone exchange 054-381515 and ask to be connected to the Accounts Payable Department (Hours: Monday to Friday from 2 to 4 pm) for the corresponding query.

Vendors may request prompt payment (10 calendar days) by sending their invoice together with a credit note for a 1.5% discount (in case the initially agreed payment term is 30 days) or 3% (in case it is 60 days), as long as there is no discrepancy in the receipt of the material. Likewise, this request for prompt payment is subject to SMCV's approval or rejection, without justification or expression of cause.

6. Delivery Time: The delivery date agreed upon in the PO constitutes the final, fixed and unalterable commitment assumed by the vendor for the complete delivery of the materials included in it. Delivery of the materials covered by this order shall be made on or before the date indicated. The vendor must confirm the delivery date in advance, through the Supplier Portal ([click here](#)). To start using the portal, vendors should read the instruction manual ([click here](#)). In case of any access problem, please contact the corresponding Buyer or call Technical Support at the following telephone number: 054-381515 extension 1111.

7. Time as the essence of the contract: It is expressly stated for the record that the agreed delivery times are an essential part of this commercial contract. If they are not met, SMCV may, in addition to any subsequent claim for penalties or damages as indicated herein, terminate or cancel this purchase order, partially or totally, without any other mechanism than written communication to the vendor announcing such cancellation for failure to meet the delivery date, with no obligation to pay for the undelivered portion or penalty for cancellation of the order, and the vendor shall reimburse the amounts advanced. In the case of this section, the Vendor expressly waives the right to collect damages derived from the Resolution, as well as any indemnity for any other concept. Likewise, the Vendor waives any claim for compensation or charge (loss of profit, expectation of profit or other of similar nature), as a result of the termination.

8. Documentation: The required documentation is part of the delivery commitment undertaken by the vendor. SMCV recognizes the vendor as a specialist in the design, manufacture and/or supply of the products included in the PO and related documents, such as drawings, calculations, technical sheets, specifications, quality and warranty certificates, etc. The vendor therefore acknowledges that SMCV's acceptance of any technical documentation does not replace the vendor's responsibility for the following: Accuracy and applicability of such information, and assurance of the expected quality or performance of the material supplied.



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9. Penalty for late delivery of documents and information: The vendor guarantees compliance with the agreed date for the delivery of the documentation. Delivery is confirmed when the documents and information comply with the requirements set in the purchase order. Failure to comply with the agreed date for the delivery of documentation generates damages for SMCV. It is agreed, therefore, that without prejudice to the scope indicated in clause 7 herein, and in case of delay in the delivery of documentation, the vendor shall pay SMCV the sum of 1% of the total value of the PO for each calendar week of delay, up to a maximum of 10% of the total value of the purchase order.

It is further agreed that this penalty clause does not override any other mechanism that may be available to SMCV in the event of vendor's failure to comply with any other aspect of the PO, including any actions agreed herein and legal actions as may be necessary. Payments for the penalties described in this clause shall be deducted automatically, without the need for prior communication or allocation, from any outstanding amount payable to the Vendor under the PO or any other purchase order, service order or contract that the Vendor has with SMCV; and in case there are no invoices pending payment to deduct the resulting amounts, SMCV reserves the right to invoice the penalty and the default interest settled from the moment the penalty is due until the effective date of payment, applying the maximum interest rate approved by the Superintendence of Banking and Insurance.

10. Penalty for late delivery of materials: The vendor guarantees compliance with the date agreed in the PO for delivery of the requested materials. Delivery is confirmed when the material meets the requirements set in the PO. Failure to meet the agreed date for delivery of materials results in substantial damages to SMCV. It is agreed, therefore, that without prejudice to the scope indicated in clause 7 herein, and in case of delay in the delivery of materials, the vendor shall pay SMCV the sum of 1% of the total value of the delayed items per calendar week of delay, up to a maximum of 10% of the total value of the delayed items, in addition to any other penalty expressly indicated herein.

It is further agreed that this penalty clause does not override any other mechanism that may be available to SMCV in the event of vendor's failure to comply with any other aspect of the PO, including any actions agreed herein and legal actions as may be necessary. Payments for the penalties described in this clause shall be deducted automatically, without the need for prior communication or allocation, from any outstanding amount payable to the vendor under the PO or any other purchase order, service order or contract that the vendor has with SMCV, and in case there are no invoices pending payment to deduct the resulting amounts, SMCV reserves the right to invoice the penalty and default interest settled from the time the penalty is due until the effective date of payment, applying the maximum interest rate approved by the Superintendence of Banking and Insurance.

11. Product Substitution: No substitutions of products, other than those approved in writing by SMCV, will be accepted. Changes or substitutions in the physical characteristics or designation of a product, including descriptions, part numbers, compositions or any other specifications, must be communicated in writing to SMCV for approval prior to delivery of such materials.

12. Invoicing instructions: The vendor shall issue its invoice necessarily including the following information:

- a. Vendor data: Company name, commercial name, address, telephone and e-mail.
- b. Invoice number and date of issue.
- c. SMCV Purchase Order Number.

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- d. Purchase order item number.
- e. Description, quantity and unit of measure for each item invoiced.
- f. Currency, unit and total price for each item.
- g. Total value and currency (in numbers and letters).
- h. Terms of payment.
- i. Brand, part number, serial number and country of manufacture of the products.
- j. SMCV's full name, address and RUC (tax ID number):
Sociedad Minera Cerro Verde S.A.A.
Calle Jacinto Ibañez Nro. 315, Urb. Parque Industrial, Arequipa,
Arequipa, Peru
RUC: 20170072465

Additional instructions for domestic vendors

- a. Electronic invoicing: The invoice must be sent in PDF and XML to the following e-mail: sm-cve-facturas-electronicas@fmi.com. It is not necessary to submit physical documents, but the invoice must specify whether the transaction is subject to SPOT, as well as the percentage applicable to the transaction. The XML file must contain the same information as the PDF. The name of both electronic files (PDF and XML) must contain at least the RUC, serial number and invoice number, and must be duly validated by SUNAT.
- b. Physical invoicing: The vendor must send its invoice to SMCV *Complejo Deportivo*: Av. Alfonso Ugarte 304, Cercado, Arequipa. Attention: Accounts Payable.
- c. It must comply with current tax regulations.
- d. Do not include more than one purchase order per invoice.
- e. Do not issue or send credit/debit notes dated in the previous month.

Additional instructions for foreign vendors

- a. Send the packing list and invoice to all those involved in the mailing of the purchase order.
- b. Indicate the word "invoice", do not indicate other terms (draft or proforma).
- c. The unit price must correspond only to the price of the good, according to the purchase order without breaking up other items.
- d. It should not include taxes from the country of origin.
- e. Include the Incoterm (2010 or 2020) agreed in the purchase order.
- f. The invoice for payment purposes should be sent to the following e-mail: sm-cve-facturas-exterior@fmi.com.
- g. If the above requirements are not met, the cargo cannot be picked up and payment cannot be scheduled.

Vendors shall give prior notice of any change of company name, RUC (Tax ID number), address or bank account. Any non-compliance with the instructions indicated in this document, as well as discrepancies between the value of this order and the invoices received, will make the payment of such invoices impossible, and they will be rejected without any claim.

13. Withholding: Applicable to vendors domiciled in Peru. By means of resolution of Superintendence n°181-2002, SMCV has been designated as IGV (sales tax) withholding agent, therefore 3% of the total amount of the vendors' invoices will be withheld, with the exception of those designated as withholding agents, perception agents or good taxpayers. To download the vouchers, please follow the instructions in the manual for withholding vouchers ([click here](#)).



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14. Quality and Warranty: The vendor expressly warrants the products supplied under the PO against defects in design, materials or workmanship for a minimum period of 12 months from commissioning or 18 months from delivery, plus any additional warranties included in its offer, provided they are greater than the minimum warranties stated in this clause. The vendor agrees to replace at its own cost any product under warranty claim. The vendor shall also bear the costs of handling, packing, storage (*internamiento*), transportation, return, freight of the goods to be returned and any other costs incurred by SMCV in relation to these products, being so that payments for the costs incurred by SMCV shall be automatically deducted, without the need for prior communication or allocation, from any outstanding amount payable to the Vendor under the PO or any other purchase order, service order or contract that the Vendor has with SMCV; and in case there are no outstanding invoices to deduct the resulting amounts, SMCV reserves the right to invoice the aforementioned costs. The vendor must also provide quality and/or warranty certificates covering the products purchased under this purchase order. SMCV reserves the right to conduct any inspections it deems necessary directly or indirectly during the manufacturing processes in order to verify the quality offered by the vendor. Likewise, SMCV may order or directly carry out the analyses it deems necessary to confirm the technical characteristics of the serial products supplied.

- If the commissioning starts after the expiration of 18 months from delivery and SMCV detects a defect in the performance of the good or it does not conform to the specifications set in the purchase order, a negotiation table will be established between the vendor's representative, SMCV's maintenance department and SMCV's warranty administrator in order to find the root cause and responsibilities where operational solutions and costs will be negotiated. The agreements will be defined by means of a written agreement between both parties as a sign of conformity.
- In the case of warranty replacements, the vendor assures compliance with the date agreed in the claim for delivery of the agreed materials. The delivery is considered confirmed when the material meets the requirements set in the claim. Failure to meet the agreed date for delivery of materials results in substantial damages for SMCV. It is therefore agreed that, in case of late delivery of materials subject to claim, the vendor shall pay SMCV the sum of 1% of the total value of the overdue items per calendar week of delay, up to a maximum of 10% of the total amount of the overdue items.

15. Discrepancies: The vendor must check that the characteristics of the physical product correspond to what is indicated in the purchase order, such as: condition, packaging, specifications, quantity, safety data sheet (SDS), brand, model, code, among others. The vendor agrees to replace at its own cost any defective product or product that does not comply with the agreed characteristics, specifications and/or quantities; also assuming any cost incurred by SMCV to receive the correct material and return the incorrect material. The following considerations must be taken into account:

- a. The reception of materials at the place of delivery indicated in the PO does not mean conformity or acceptance of the same by SMCV, and SMCV has the right to initiate any discrepancies or claims it deems necessary even after reception of the materials or documents.
- b. The vendor undertakes to deliver the correct material as an emergency and as soon as possible, considering air freight if necessary.
- c. In case SMCV finds another product with shorter delivery time and higher cost, the purchase order will be cancelled and the difference will be charged to the vendor.
- d. The vendor undertakes to collect the incorrect material from the mine within 05 working days at the latest from reception of the discrepancy notification (via email).



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- e. A penalty of 1% of the total value of the items in discrepancy will be charged for each calendar week of delay, up to a maximum of 10% of the value of the items in discrepancy, in addition to the penalty indicated in item 10 of this document.
- f. The costs of storage, handling, packaging, in-transit storage (*internamiento*), return, pick-up, delivery or any other costs incurred by SMCV for the reported discrepancies shall be automatically deducted, without prior communication or allocation, from any outstanding amounts payable to the Vendor under the PO or any other purchase order, service order or contract that the Vendor has with SMCV. In the event there are no outstanding invoices to be paid to deduct the resulting amounts, SMCV reserves the right to invoice the aforementioned costs.
- g. If the vendor has recurring discrepancies, a temporary or permanent suspension for future purchases will be evaluated.

16. Patents and Factory Authorizations: The vendor declares to have the manufacturing and commercialization authorizations for the products to be supplied to SMCV and agrees to defend SMCV, its contractors and agents against any infringement or non-compliance procedure initiated by any entity. It is necessary that the vendor has the letter of distribution or exclusive representation by the manufacturer (valid at the time of receiving the PO) and this will be updated annually or at the time SMCV requires it, otherwise if this clause is not complied with, SMCV may at its sole discretion terminate this contract, as well as sanctions that can go up to the definitive suspension from our vendor registration.

17. Purchase Order Tracking: The vendor must inform SMCV about the status of the purchase order through the Supplier Portal, the use of which is mandatory. The vendor further undertakes to inform SMCV immediately and in writing of any condition affecting the delivery of products.

18. Sub-vendors: If requested, the vendor shall provide SMCV with non-valued copies of purchase orders that have been issued to its sub-vendors as part of the process of servicing the purchase to SMCV.

19. Inspections: SMCV reserves the right to carry out such inspections as it deems appropriate at the vendor's or its contractors' or sub-vendors' facilities to ensure compliance with both technical and quality aspects and delivery schedule. The vendor shall provide the necessary facilities for such inspections, otherwise SMCV may terminate or cancel all or part of this order. Although SMCV has the right to inspect or request information to the Vendor, as stated in the preceding paragraph, this does not mean in any way that SMCV has any relation or responsibility regarding the compliance with the corresponding technical and quality aspects, and this inspection does not mean any conformity or approval by SMCV.

20. Logistics and storage: Consider the following instructions for domestic and imported POs:

- Domestic purchase orders: Delivery of products shall be supported by a printed copy of the purchase order, bill of loading and other documents required in the purchase order. The bill of loading issued by the vendor shall include invoice number, purchase order number, description, order item, material code, part number and weight. In case of delivery of kits made up of several items, all the items that make up each kit must be detailed.
- Import purchase orders: The vendor shall provide photographs of the cargo evidencing the general condition prior to packing (brand, part number, serial number if applicable, etc.) and after packing, to verify that the packaging meets operations and safety standards for transport to SMCV. This information shall be sent to the freight forwarders. Delivery of products must be supported by a printed copy of the purchase order, detailed packing list, invoice and other required documents (manuals, SDS, technical data sheets, etc.) The packing list shall include invoice number, purchase



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order number, description, order item, material code, part number, net weight, gross weight, dimensions, number and type of packages, etc. The vendor shall respect the agreed Incoterm (version 2020) and in case of CIF, the specific procedure shall be complied ([click here](#)).

Deliveries that do not meet the provisions of this section shall be rejected, and registered as not received in SMCV's records, originating the corresponding penalties according to the provisions of this document. Likewise, the reception of materials at the place of delivery indicated in the PO does not mean conformity or acceptance of the same by SMCV, and SMCV has the right to initiate any discrepancies or claims it deems necessary even after reception of the materials or documents.

21. Transportation: For all deliveries, the vendor shall ensure that the transportation units used comply with SMCV's operational and safety standards indicated in the document Guidelines for Packaging, Delivery and Preservation of Materials ([click here](#)) and all those applicable by the laws or regulations in force, including, but not limited to: emission control, technical reviews, transportation of hazardous materials or products, controlled products, availability of safety equipment for the unit and its operators, etc. Additionally, in the case of deliveries agreed upon at SMCV's mining site, they must review and comply with all that is indicated in the safety inspection document at the checkpoint ([click here](#)) and in the traffic regulations ([click here](#)).

SMCV will refuse access to those transport units that do not comply with the provisions of this point, not being responsible for costs of reshipment, demurrage or unrealized freight and keeping the goods as unattended in their records, giving rise to the penalties entailed.

22. Packing and brands: The prices detailed in this purchase order include packing, crating and any other means necessary to guarantee the protection and identification of the materials during their multimodal transportation to their final destination at SMCV's facilities in Arequipa - Peru and their storage at said final location. In addition to the above, the vendor shall ensure that the materials to be delivered comply with SMCV's packaging standards indicated in the document Packaging, Delivery and Preservation Guidelines ([click here](#)) and all those applicable by the laws or regulations in force, so as to allow a proper and safe handling of the packages, pieces or parcels received at SMCV's facilities or its agents.

SMCV shall reject directly or through its designated agents, the reception of any goods that do not comply with the provisions of this clause. In the event of such rejection, the materials shall be deemed not received, giving rise to the penalties or surcharges set in this order. The costs required for the correction of the conditions that originate the mentioned rejection shall be entirely assumed by the vendor, including the costs of demurrage of transport units or freight not performed when SMCV is the one picking up the goods from the vendor's facilities or its sub-vendors.

Containers, packaging and crating should consider the following criteria:

- a. Reduce the amount of packaging to an absolute minimum and reject materials with relatively low durability or shelf life.
- b. The vendor shall provide facilities for the return of obsolete and damaged packaging, containers and products for final disposal or total or partial reuse at its facilities, whenever possible.
- c. Pack and package materials and chemicals in groups rather than individually, whenever possible.
- d. Packaging material must be recyclable and/or recycled.
- e. Without exception, chemical products must be delivered with the technical data sheet and the safety data sheet (safety data sheet, SDS) approved by SMCV's Safety and Environmental departments.

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In case of product replacement or SDS updates, it shall be reported prior to delivery of the product to SMCV for review and approval. The vendor shall review and comply with the chemical handling procedure ([click here](#)).

- f. Parts containing fuels, oils or greases must be contained in such a way as to prevent dispersion, spillage or evaporation of these substances.
- g. To the extent applicable, vendors shall comply with the legal provisions in force in Peru, including but not limited to the following: Law 1126 (control measures on chemicals and controlled products used for the manufacture of illicit drugs). Law 28028 (law regulating the use of ionizing radiation sources). D.S. 021 (national regulation of land transportation of hazardous materials and waste).
- h. Wood packaging for export to Peru must have the registration and stamp placed by the sanitary authority of the country of origin, which must contain the following characteristics: information according to the Nimf-15 Standard (country code, code of the entity authorized to carry out 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 and identifiable letter, and SMCV or its agents will communicate any special marking requirements in a timely manner.

23. Notification of delivery: The vendor shall notify, through the Supplier Portal, no less than 7 calendar days in advance, when the goods are ready for pick up or delivery. Said notification shall include the detail of the packages to be delivered including their weights and measures, in addition to any other consideration deemed convenient.

24. Transportation and storage recommendations: The vendor shall include in the delivery notification referred to in the previous clause, the necessary instructions and recommendations for the correct transportation, storage and care of the materials delivered. These recommendations shall assume an outdoor storage period of one calendar year from the delivery of the materials.

25. Force majeure: In the event of non-compliance with any obligation arising from this contract due to an act of God or force majeure, the obligations of the party involved shall not be enforceable during the time the act of God or force majeure lasts. In the event of failure to comply with the provisions of the clause or obligation affected by the act of God or force majeure within 15 days of the disappearance of the circumstance, the affected party shall be entitled to terminate this contract, and shall notify the other party in writing. It is the obligation of the party affected by the act of God or force majeure to communicate such circumstance to its counterparty, which has as immediate effect the cessation of the obligations of its counterparty, during the time that the cause of act of God or force majeure is maintained and 15 calendar days after such circumstance disappears.

26. Field visits: In the event that one or more visits to SMCV's facilities are required during the term of this purchase order, the vendor shall previously carry out all the necessary procedures and comply with the requirements set by SMCV to enter its Mining Site in order to comply with the obligations agreed in the PO, so that it is duly authorized to enter, when required. In this sense, the vendor is obliged to contract and pay for the Complementary Risk Work Insurance (SCTR) for its personnel (health and pension coverage) as well as to comply with the following SMCV procedures: (i) The Occupational Health and Safety Management Manual for SMCV Contractors, (ii) SMCV's Environmental Regulations for Operations, or the documents that modify these, (iii) SMCV's Supplier Code of Conduct.

The access of the vendor's personnel to the Mining Site allowed by this clause is limited to the activities described therein, so that the vendor is prohibited from performing activities other than those indicated in



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the PO, such as: commercial visits to other areas of SMCV, loan of the badge assigned to its personnel or impersonation, execution or manipulation of equipment, unless specifically authorized by SMCV in writing, rendering other types of services to any area of SMCV that are excluded from the scope of the PO.

27. Audits: SMCV is authorized to audit and analyze the vendor's information related to the Services and/or Supply subject to the PO, either directly or through an auditing company appointed by SMCV. If any of such audits reveals i) that the vendor has not complied with its labor obligations, including the payment of salaries and labor benefits of its personnel, among others, related to the services/goods it provides or supplies to SMCV, including the tax and social security obligations arising therefrom, and/or the considerations corresponding to its subcontractors, in due time according to the legal or conventional provision, and/or ii) the existence of any charge to SMCV higher or different from those set in the contract; and/or iii) there is non-compliance with the vendor's obligations regarding Human Rights derived from the PO and/or its Annexes, and/or iv) there is non-compliance with the obligations contained in the Ethics and Prohibited Corruption Practices clause and/or the Anti-Corruption Policy that forms part of this document; the Parties agree that such excessive costs and charges, and the cost assumed by SMCV for such audits, may be automatically charged from the amounts due to the vendor under the PO Documents, or shall be reimbursed by the vendor to SMCV, within a maximum period of ten (10) calendar days, regardless of whether SMCV may have previously paid such concepts; without prejudice to the exercise of other rights or powers of SMCV set forth herein and the applicable legislation.

28. Confidentiality: Information of any kind received by the vendor during the term of this order is of a confidential nature and may not be disclosed to third parties without the written consent of SMCV.

29. Supplier Code of Conduct: The vendor is obliged to review in detail and comply with the Supplier Code of Conduct ([click here](#)). Any non-compliance may result in the cancellation of the purchase and suspension of the company as a vendor of SMCV.

30. FCPA Anti-Corruption Clauses: The vendor is required to review in detail and comply with all applicable FCPA anti-corruption clauses ([click here](#)). Any non-compliance may result in the cancellation of the purchase and suspension of the company as a vendor for SMCV.

31. Field Services: If the vendor services are required at SMCV's facilities in connection with this purchase order, such services shall be handled through a contract or service order. This purchase order does not include any services or assistance to be provided at SMCV's facilities.

32. Independence of clauses: The clauses included in this purchase order are independent. The inapplicability of any of them in particular conditions does not exempt from compliance with the rest of them.

33. Applicable law and arbitration: In all applicable matters, the PO shall be governed by the corresponding Peruvian legislation and especially by the scope of the Peruvian Civil Code in force. In the event of disputes arising with respect to the correct fulfillment of the obligations stipulated in this agreement, the parties, in order to resolve them, shall try to solve them through direct negotiations between their representatives, who shall have absolute capacity to solve such issues. To this effect, no later than three working days after one of the parties notifies the other in writing of the existence of a controversial point or points, each party shall designate a maximum of two representatives, who, within the following seven working days, shall meet to discuss a possible solution to such issues, and shall reach a final decision within a maximum period of ten working days. Failure of the parties to comply with the terms indicated will



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determine their express waiver of the use of this system. If no satisfactory agreement is reached in direct negotiation, the parties shall submit to arbitration at law, for which purpose, the party invoking arbitration shall notify the other party of the termination of the direct negotiation. The Arbitration shall be resolved in accordance with the Arbitration Rules of the Arbitration Center of the Chamber of Commerce and Industry of Arequipa, to whose rules, administration and decision the parties submit unconditionally, declaring to know and accept them in their entirety. The legislation in force in the Republic of Peru shall be applicable. The parties agree that the arbitration award shall be final and unappealable. The parties expressly waive any recourse that may be filed to challenge the arbitration award before Peruvian or foreign courts. The costs of the arbitration proceedings shall be borne in the manner and amount determined by the Arbitral Tribunal. The City of arbitration shall be Arequipa, Peru. The award of the Arbitral Tribunal shall be enforceable in any competent court in the Republic of Peru.

34. Termination of the Purchase Order: The Purchase Order may be terminated according to the following causes attributable to the Vendor:

- a. When SMCV is notified with judicial or coercive resolutions of the corresponding governmental entities, ordering seizures, judicial withholdings, labor complaints or others against the Vendor, which may affect the normal and correct delivery of the goods acquired through the PO, SMCV reserves the right to terminate the PO, with no further procedure than written communication sent five (05) days in advance, once the judicial, coercive or ministerial mandate has been complied with.
- b. In case of breach of safety obligations (accidents or high potential incidents qualified as such by SMCV) and/or environmental obligations (environmental incidents or high potential environmental incidents qualified as such by SMCV) by the Vendor, SMCV may terminate the contract immediately and without prior condition, by giving notice to the other by notarized letter.
- c. All those provided by law.

In addition, the PO may be terminated by SMCV:

- d. SMCV may terminate the PO unilaterally and without giving any cause, by giving notice to the Vendor by written communication, which shall take effect on the day of reception by the Vendor, in which case the Vendor shall invoice SMCV for the goods actually delivered up to and including the date of termination. The Vendor in turn undertakes to make every effort to reallocate the cancelled part of the order to another recipient or customer in order to reduce the costs transferable to SMCV for the termination. The termination payments referred to in this paragraph are limited to the costs actually incurred and documented by the vendor in respect of the goods or materials actually delivered to SMCV and which are not subject to any observation or discrepancy and do not include loss of profit or any other indemnity, thus, this termination shall not give rise to any right in favor of the vendor to claim further compensation for damages and/or any indemnity for any other concept.

In the cases of the present section, the Vendor expressly waives the collection of damages derived from the causes of Termination, as well as any indemnification for any other concept. Likewise, the Vendor waives any claim for compensation or charge (loss of profit, expectation of profit or other of similar nature), as a result of any termination.

35. Non-exclusivity: SMCV may purchase from third parties the products included in the PO, without the need for consent from the vendor to any other entity. Likewise, SMCV reserves the right to conduct product tests to determine the best results for its applications at any time and without the need for approval from the vendor or any other entity.

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36. Assignment: The Vendor may not assign the rights or obligations arising from the PO to third parties without the express written consent of SMCV.

37. Processing of Vendor's personal data: The Vendor authorizes SMCV to collect, register, organize, store in a database owned by SMCV, keep, process, use, consult, block, delete and/or transfer to any company of the corporate group to which it may belong and, in general, to process its personal data that may be necessary for the performance of the PO. Such data means names, surnames, ID number, address, telephone number, e-mail address, signature, profession, income, among others. Thus, the vendor acknowledges that this authorization involves the processing of such personal data that SMCV has been performing and/or will perform in the future, which implies that SMCV may process them for the duration of this contractual relationship and for an indefinite period of time.

Likewise, the Vendor authorizes SMCV to transfer and/or share its personal data with third parties within and outside the Republic of Peru (cross-border flow), including organizations or persons directly related and/or companies that may belong to the same economic group of SMCV. The Vendor declares that it authorizes the transfer of its personal data even if the country where the information is received has less strict levels of protection than those required by the regulations applicable in the Republic of Peru. Likewise, the Vendor declares to be aware of his right to request access, update, inclusion, rectification and deletion of its personal data, to prevent its provision, as well as the objective processing of this. The Vendor declares to be aware that it may exercise such rights by means of a request addressed to SMCV. In the absence of a reply or if an unfavorable reply is received, SMCV declares that the Vendor shall be entitled to appeal to the National Authority for the Protection of Personal Data to demand the exercise of such rights.

38. Processing of SMCV's personal data: In case SMCV provides the Vendor with personal data of its legal representatives, employees, customers or third parties or the Vendor must collect or generate such data, the Vendor shall review and comply with all the provisions of the Personal Data Protection Clause ([click here](#)).

39. Specific conditions of the purchase order: The specific conditions indicated in the PO take precedence over the general conditions described in this document. Likewise, in case of discrepancy between what is stated in this document and the technical-economic proposal and its annexes, submitted by the Vendor, SMCV's conditions stated in this document shall prevail.