STANDARD TERMS AND CONDITIONS OF SALE ('STC') FOR LOCAL CONTRACTS

These Standard Terms and Conditions of Sale ('STC') apply to and are deemed to be incorporated in all Contracts for the sale of Goods by **Garware Technical Fibres Chile SPA** to the exclusion of all other terms and conditions referred to, offered, or relied upon expressly or impliedly by the Buyer, whether in negotiations or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer except to the extent agreed otherwise in writing by the Seller. If any of the below mentioned conditions differs from any of the terms and conditions of the Buyer, the conditions and any subsequent communication or conduct by or on behalf of the Seller, including, without limitation, confirmation of an order and delivery of Goods, constitute a counteroffer and not acceptance of such terms and conditions submitted by Buyer. Any communication or conduct of Buyer which confirms a Contract for the delivery of Goods by Seller, as well as acceptance by Buyer of any delivery of Goods, shall constitute an unqualified acceptance by Buyer of the STC. These STC shall prevail over any terms and conditions stipulated by the Buyer.

"Buyer" includes, if the context so permits, any principal or agent or sub-contractor of the Buyer and any person and legal entity identified in Seller's proposal/quotation or bill/invoice or any other documents, as Buyer. The Buyer declares and acknowledges that this purchase of Goods is a commercial activity for both parties, and therefore, Chilean Law No. 19,496 (*Ley sobre Protección de los Derechos de los Consumidores*) is inapplicable.

"Conditions" means these Standard Terms and Conditions of Sale for Local Contracts.

"Seller" means **Garware Technical Fibres Chile SPA** and its agents and authorized representatives.

"Goods" means the goods or the products which the Seller manufactures and trades under these Conditions.

"Writing" means any communication effected by post, courier, facsimile, secured e-mail transmission or any comparable means.

The Seller shall sell and the Buyer shall purchase the Goods under the written quotation of the Seller, which is accepted by the Buyer or any written order of the Buyer which is accepted by the Seller ("Contract") subject in either case, to these Conditions, which shall govern the Contract:

1 Unless otherwise agreed in writing, quotations and offers made by the Seller merely constitute indicative price and terms and may be withdrawn or amended by the Seller if changes in terms and circumstances of supply occur.

2 The prices are firm for acceptance for 30 (thirty) days from the date of the proforma invoice unless agreed otherwise by the Seller and Buyer.

3. Unless otherwise agreed in writing, payment for the Goods sold under the Contract shall be made by Buyer before the delivery of the Goods or, at the latest, at the date of delivery of the Goods. The payment shall be made in the currency stated in the Contract. Delivery of the Goods shall be deemed complete on the date in which Seller / Seller's agent or representative / informs Buyer of his entitlement to the delivery. The Buyer's timely obligation to deliver payment to Seller shall be deemed a material term of the Contract.

4. In the event Buyer fails to timely deliver payment, the Seller shall be entitled to charge interest to the Buyer on the outstanding amount, for the actual period of delay, @ 6 monthly LIBOR plus 3 (three) percent, subject to a minimum of 12% p.a. as well all costs and expenses incurred by the Seller with respect to the collection of overdue payments. In case that the agreed rate, for a determined payment exceeds the conventional maximum rate, the interest shall be calculated and paid up to the value of the maximum conventional rate ('*tasa de interés máxima convencional*') applicable to the effective date of payment, as informed by the Financial Market Commission ('*Comisión para el Mercado Financiero*'). Additionally, in case of delayed payment or failure by the Buyer to comply with any Condition, the Seller may withdraw the price concession or discount, or rebate offered to the Buyer if any. If the Buyer delays or fails to make a timely payment, then without prejudice to any of the Seller's other rights, the Seller shall be entitled to suspend or cancel further deliveries of the Goods without any consequences thereof to the Seller.

5. Any date of delivery by the Seller is an estimation only and shall not be of the essence of the Contract nor this STC. In the event the Contract provides for the delivery of the Goods in installments in accordance with the agreed delivery schedule set out in the terms of the Contract, each installment shall be paid for in the manner provided in the terms of the Contract.

6. The Buyer irrevocably authorizes the Seller to appropriate the monies received from the Buyer, first towards expenses, costs incurred, further for accrued interest and thereafter towards the oldest outstanding dues from the Buyer, entirely at the discretion of the Seller. To the extent permitted by Chilean Law, until the payment for the Goods has been received in full by the Seller, including interest, all costs, and expenses incurred for the collection of overdue payments, if any:

   a. the property in and ownership of the Goods shall remain with the Seller and the Buyer shall hold the goods as the Seller's fiduciary agent and the bailee, and shall at its own cost and risk keep the Goods separate from those of the Buyer and third parties and properly stored, protected, and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise, of the Goods.
   b. the Seller may at any time (without prejudice to any other rights it may have under the Contract or in law or in equity) terminate the Contract without notice to the Buyer, and thereupon take possession of the Goods. The Buyer irrevocably appoints and authorizes the Seller to take all steps in this sense, including with regards to:

      - entering the premises in which the Goods are being stored, for taking possession of the goods; and
      - to issue any valid discharge or receipt or release to the warehouse keeper or person in possession of the Goods.

7. Risk of damages to or loss of Goods shall pass from the Seller to the Buyer at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods to the Buyer under Condition number 3 above.

   Notwithstanding delivery and transfer of risk in the Goods or any other provision of these Conditions, to the extent permitted by Chilean Law, the full legal and beneficial ownership and property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds, payment in full of the price of the Goods including interest if any and payment for all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due. Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller or his authorized agent and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods, the condition being additional to the Seller's right in law, both statutory or otherwise, to seek redress, including appropriate injunction remedies.

8. The Seller warrants that, at the time of the delivery, the Goods will correspond to the descriptions in the proforma Invoice as given by the Seller.

9. The Goods are not specified or represented by the Seller as being fit for being used for any particular purpose or objective, other than [the specific purpose indicated in the quotation sent by the Seller to the Buyer. The Buyer expressly agrees and acknowledges that the Seller has not made, nor are there any other warranties, either under the law or implied, as to fitness for any specific purpose, merchantability, or condition of the Goods, other than the specific purpose indicated in the quotation sent by the Seller to the Buyer. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE DIFFERENT THAN THE SPECIFIC PURPOSE INDICATED IN THE QUOTATION SENT BY THE SELLER TO THE BUYER SHALL APPLY TO THE WORK OR MATERIAL AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. THE PARTIES AGREE THEY HAVE SPECIFICALLY NEGOTIATED THE WAIVER OF WARRANTIES AND LIMITATION ON DAMAGES AND COSTS CONTAINED HEREIN.

10. The use of the Goods shall be entirely at the risk of the Buyer. The Buyer is required to exercise his own judgment whether the Goods should be used for any particular purpose. The Buyer shall not provide any warranty or indemnity or make any express or implied representation to any of its customers or clients in respect of the use of the Goods provided by the Seller. The Buyer shall keep the Seller indemnified against any claims or actions of any nature against the Seller and/or its directors/executives arising out of or relating to the use of the Goods by the Buyer or any of its customer or client or any person claiming through them.

11. After 15 (fifteen) calendar days from the date of receipt of the Goods, the Buyer shall be deemed to have accepted the Goods and shall not thereafter be entitled to reject the Goods or to make any claim against the Seller on any account, including without limitation, on the ground of use of defective material or poor workmanship or latent defect. The decision of the Seller as to whether the Goods meet the description as per the proforma invoice shall be final and binding on the Buyer.

12. In any event, the Seller's liability for any and all claims arising out of or in connection with the Goods shall under no circumstances exceed the purchase price of the Goods, net of taxes, supplied to the Buyer.

13. The Buyer acknowledges that the Seller shall not be liable for any claims arising out of or relating to the acts of omission or commission of the Buyer's agent or on account of the Buyer's or his agent's negligence. Moreover, the Buyer further acknowledges that the Seller shall not be liable for loss of profits ('*lucro cesante*'), lost business, third party claims or other consequential, special, indirect or punitive damages, *daño moral* or expenses accrued or incurred on any account whatsoever.

14. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs, and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specifications.

15. If by arrangement with the Buyer, Seller's Goods are supplied to any person who is not a party to the Contract, the Buyer shall procure that such person agrees to be bound by these Conditions as though a party to the Contract. The Buyer shall indemnify the Seller and hold it harmless against any consequences (including but not limited to any claim made by such person, which he could not make if a party to the Contract) or the Buyer failing to do so or of such person not fulfilling its obligations under the Contract.

16. The terms of the Contract shall terminate and shall relieve the Seller of any further obligation upon the occurrence of any of the following ("Termination Event"):

a. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or
b. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer or
c. The Buyer ceases or threatens to cease, to carry on business or
d. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

   In the event of a Termination Event, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Seller and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

17. It shall be the responsibility of the Buyer to promptly obtain all necessary clearances and other consents at its risk and cost in the manner necessary for the purchase of the Goods. If after the Goods are shipped, the same cannot be cleared/ accepted by the Buyer for any reason whatsoever, the Goods shall be at the Buyer's risk and the Buyer shall not be entitled to any refund of the price. Unless otherwise specified in the Contract, the Seller shall select the method and manner of transport of the Goods to the Buyer.

18. In case the Buyer or his agent or any other person authorized by the Buyer fails to take delivery of the consignment of the goods on time for any reason whatsoever, the Buyer shall be liable to pay demurrage, penalty and other charges to the Buyer or its authorized agents. In such cases, by giving 7 (seven) days' notice to the Buyer, the Seller may dispose of the Goods in any manner as it may deem fit and seek damages and all other available remedies from the Buyer.

19. The Seller shall be entitled to claim all costs incurred by it along with damages, from the Buyer for any loss to it caused by the failure and/ or delay on the part of the Buyer to fulfill any commitment arising out of the Contract.

20. Notwithstanding anything to the contrary herein contained, the Seller shall not be liable or responsible for failure to perform or any delay in the performance of any of its obligations under the Contract, if such failure or delay is due or attributable to any act of God, war, warlike conditions, hostilities, riots, civil commotion, or any other cause or circumstance of whatsoever nature beyond the reasonable control of the Seller or by compliance with any order or request of any national port, transportation, local or other authority or of any body or person purporting to be or act for such authority. Such a force majeure situation shall be notified by the Seller to the Buyer within 15 (fifteen) days from the occurrence of the same.

21. All intellectual property rights in the Goods shall be the exclusive property of the Seller and the Buyer shall have no right or make any claim thereto.

22. Seller and Buyer are independent contractors, and the relationship created hereby, shall not, in any event, be deemed or construed to be that of principal and agent.

23. Any provision of the Conditions, which is or may be void or unenforceable, shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect the validity of any other provision of the Conditions.

24. No waiver or forbearance of any one or more of the Conditions shall have any legal effect except as specifically agreed to by the Seller in writing.

25. **The Buyer expressly declares that it has taken note of the provisions of Law No. 20.393, which establishes the Criminal Liability of Legal Entities and its amendments, and the Crime Prevention Model adopted by the Seller, as well as the procedures involved, thus guaranteeing the Seller's obligation to adopt the crime prevention measures that are necessary and sufficient to comply with the standards of good practice of the Crime Prevention Model, and the Sellers's Code of Ethics , throughout the term of the Service Provision Contract.**

    The Client agrees to actively cooperate in preventing illegal activities and crimes related to the goods or services covered by these conditions. This includes, but is not limited to, providing the information necessary to comply with applicable laws and regulations and cooperating in any investigations related to potential legal violations.

    Should the Buyer become aware of any suspicious, illegal, or criminal activity related to the products or services provided under this agreement, they agree to notify the other party immediately. This notification must include pertinent details to allow for a proper investigation and corrective action, if necessary. The Buyer may submit this notification through the Seller's Whistleblowing Channel, available at cumplimientochile@garwarefibres.com.

    Both parties recognize the importance of maintaining ethical and legal business practices. Any breach of the provisions of this clause by the Buyer may result in termination of the contract by Seller, without prejudice to other rights or actions available under the law.

    Furthermore, the Parties agree to maintain the confidentiality of sensitive information shared during the execution of this conditions and to take the necessary measures to ensure the security of such information.

26. The Buyer agrees that the Conditions will be subject to Chilean Law. If a dispute or difference arises out of or in connection with or in relation to the validity, interpretation, breach, termination or implementation of the terms of the Conditions, the parties shall attempt in the first instance to resolve such a dispute through mutual and direct consultations and negotiations. If the parties are unable to settle the dispute amicably within 1(one) month after it has arisen, any of the parties may submit the difference or dispute regarding the implementation, interpretation, duration, validity or enforcement of this Conditions to arbitration according to the *Reglamento de Arbitraje Comercial Nacional* (National Commercial Arbitration Rules) of the *Centro de Arbitraje y Mediación de Santiago* (Arbitration and Mediation Center of the City of Santiago) in force at the time of the submission of the arbitration request. The Buyer and Seller grant an irrevocable special power of attorney to the *Cámara de Comercio de Santiago A.G.* (Chamber of Commerce of Santiago), so that, upon the written request of any of them, it may appoint an arbitrator ex aequo et bono ("*árbitro mixto*"), from among the members of the arbitration panel of the *Centro de Arbitraje y Mediación* (Arbitration and Mediation Center) of Santiago. The arbitrator's awards shall be final and may not be challenged on appeal. The arbitrator is particularly empowered to settle any issues related to its jurisdiction and/or venue.

27. The Seller reserves the right to amend these Conditions at any time, by posting the same on its website at https://www.garwarefibres.cl/contact#our_locations. The Buyer will be subject to the Conditions in force at the time of entering into the Contract unless any change to the policies or these conditions is required to be made by law or government authority retrospectively (in which case it will apply to any order previously placed by the Buyer).