

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR BUREAU VERITAS

1. Definitions

"**Buyer**" refers to the company identified in the Purchase Order, such as Bureau Veritas Ecuador S.A. "Seller" refers to a natural or legal person identified as a supplier of goods or provider of services in the Purchase Order issued by the Buyer. "**Seller Information Form**" means the form that Seller must complete, sign and return to Buyer prior to the issuance of any Purchase Order to provide Buyer with appropriate information regarding Seller's legal organization, corporate form, banking information, control structure and senior management. "**General Purchase Conditions**" means the terms and conditions set forth herein. "**Goods**" means the goods (if any) described in the Purchase Order. "**Services**" means the services (if any) described in the Purchase Order. "**Purchase Order**" means a written purchase order issued by a duly authorized representative of Buyer describing the Goods or Services that Buyer desires to be supplied by Seller. The Purchase Order shall contain appropriate information regarding quantities, delivery or performance dates, and prices, as well as any other order information or data that may be necessary for Seller to understand and satisfy Buyer's procurement needs. "**Delivery Address**" means the address to which the Goods will be delivered, and Services will be performed as indicated in the Purchase Order.

2. Scope of application

- 2.1. These General Terms and Conditions of Purchase shall apply to the purchase of Goods and/or Services by the Purchaser from Suppliers.
- 2.2. No general conditions of Seller shall govern the Purchase Order unless agreed to in writing by Buyer, even if (i) Buyer does not explicitly object to them or (ii) Seller's general conditions are included either in the order confirmation that Seller is required to issue pursuant to Section 3.1, or in any other document issued by Seller. Acceptance of or payment for the Goods or Services by Buyer shall also not constitute an implied agreement.

3. Purchaser's Agreement to Purchase Goods or Services

- 3.1. The Buyer's agreement for the Purchase of Products or Services and the Seller's agreement for the sale of Products and the provision of Services shall be constituted (i) at the time the Buyer receives written confirmation from the Seller that the Seller accepts the Purchase Order within a maximum period of 5 (five) business days from the date of issue of the Purchase Order by the Buyer or (ii) in the absence of written confirmation, at the time of validation between the Parties of the Purchase Order issued by the Buyer by telephone or by any other means, in which case the Parties will do their best to subsequently confirm by email their express consent to the constitution of the agreement.
- 3.2. In the absence of written evidence of consent given by both Parties to enter into the agreement and in the event of disagreement between the Parties, the date of the agreement shall be deemed to be the date of issue of the Purchase Order, provided that the Buyer has begun to perform its obligations under the agreement.

4. Prices – Invoicing – Payments terms

- 4.1. Unless otherwise provided in the Purchase Order, prices for Goods or Services are denominated and invoiced in the local currency of the jurisdiction or country where the Goods are to be delivered and/or the Services are to be performed.
- 4.2. Prices for Goods shall include charges for packaging, shipping or carriage, storage, postage and insurance. Unless otherwise stated in the Purchase Order, Goods shall be delivered DDP (Delivery Duty Paid) (Incoterms 2020) to the Delivery Address. For Services, prices shall include any and all expenses and costs incurred by the Seller in connection with the performance of the Services.

4.3. The prices specified in the Purchase Order are fixed and firm. Prices are net and exclude any sales, value-added or other similar taxes or charges on turnover that Seller is required to pay under applicable laws or to collect from Buyer. Any increase in prices for Goods or Services will only be effective to the extent that Buyer (i) receives from Seller adequate supporting documentation no later than prior to shipment of the Goods or performance of the Services and (ii) agrees, in writing, to such increase. If Buyer does not agree to the increase in prices, Buyer shall be entitled, at its sole discretion, to cancel the Purchase Order free of charge and to claim damages.

4.4. The Seller shall issue invoices only after Goods have been delivered or Services have been performed in accordance with the terms described in the Purchase Order. Seller's invoices shall contain mandatory information required under any applicable law, as well as Buyer's Purchase Order number.

4.5. The Purchaser shall pay Seller's invoices within a maximum period of sixty (60) days after the date of issue of the invoices by wire transfer to the bank account designated by Seller in the Seller Information Form. The established payment term may be modified in case there is a contract for the provision of services between both parties or if a prior written agreement is reached. Payments by Buyer will be made only to a bank account opened in the name of Seller in the jurisdiction or country where Seller is duly incorporated or registered.

4.6. Under no circumstances shall any payment by Buyer be deemed to be an acknowledgement by Buyer that Goods have been delivered or Services performed in accordance with the Purchase Order. If Goods or Services are defective and/or incomplete, Buyer shall be entitled to withhold payment of any disputed invoice until such dispute is resolved in accordance with Clause 13.2. Buyer shall also be entitled to set off against any overdue or overdue amounts owed to Seller any amounts owed by Seller to Buyer (including, but not limited to, penalties owed by Seller for late or partial delivery of Goods or performance of Services, as provided for in Clause 6.2).

4.7. The late payment penalty owed by the Buyer to the Seller is equivalent to 0.1 per thousand. The applicable rate is the one in effect on the first day following the invoice due date.

5. Delivery - Risks - Title

5.1. The Goods will be delivered, and Services will be performed on the date or within the period specified in the Purchase Order at the Delivery Address. Deliveries will be accompanied by the Buyer's Purchase Order. Deliveries shall generally include standard disposable packaging. Where reusable packaging is used, it will be provided on loan. Return of such reusable packaging by the Buyer to the Seller shall be at the Seller's expense and risk.

5.2. The risks of the Goods shall pass to the Buyer (i) in case of delivery without installation or assembly upon delivery of the goods to the Delivery Address, unless the goods are rejected by the Buyer and (ii) in case of delivery with installation or assembly upon written declaration of acceptance by the Buyer.

5.3. Title to the Goods passes to the Buyer upon delivery of the Goods to the Delivery Address unless the Goods are rejected by the Buyer.

6. Delivery Schedule and Quantities

6.1. The time and quantities stipulated for the delivery of the Goods and/or the provision of the Services will be essential. Accordingly, Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, or excess deliveries which always require Buyer's prior written consent.

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If Buyer decides, in its sole discretion, to accept one or more such non-conforming deliveries, such acceptance shall not constitute a waiver of Buyer's right to reject any other shipments not conforming to a Purchase Order.

- 6.2. The Seller will immediately notify the Buyer of any possible delay in the delivery of the Goods or in the performance of the Services. Without prejudice to any other remedies available under these General Conditions of Purchase, Buyer may decide, at its discretion, to (i) cancel the Purchase Order for the Goods or Services in question, free of charge, or (ii) charge Seller a penalty for late delivery or performance of the Goods/Services relating to a specific Purchase Order. This penalty shall be calculated daily at a rate of 0.1 per thousand of the prices of the Goods not delivered or Services not performed per day of delay. This penalty shall be payable by Seller until actual delivery of the Goods or completion of the Services takes place but shall not exceed a total of 5% of the total value of the Purchase Order. Before invoicing such penalty, Buyer shall allow Seller to provide explanations (if any) for such delay. The Seller shall be liable for payment of this fine in cases where non-delivery or non-performance is partial or total.

7. Warranties – Rejection - Remedies

- 7.1. The Seller warrants (i) that the Goods will be new, unused, of merchantable and satisfactory quality, fit for any purpose made known to Buyer, either expressly or impliedly, free from any defects in design, material or workmanship, (ii) that the Goods and Services will conform to any specifications, illustrations, samples or other descriptions contained or referred to in the Purchase Order and that the Goods will comply with any and all health and safety standards as required or prescribed under applicable laws and regulations, (iii) that Seller will exercise all necessary skill, care and due diligence and will perform the Services in accordance with good engineering, professional and ethical practices.
- 7.2. In the event that the Goods or Services fail to conform to the Purchase Order and the warranties described in Section 7.1, including defects that do not appear until the Goods are subsequently processed, Buyer shall have the following remedies, at its sole discretion:
- 7.3. Reject Goods and return them to the Seller at the Seller's risk and expense,
- 7.4. To require (if applicable) the Seller to eradicate defects or non-conformity in the Goods or Services within a reasonable period determined by the Buyer, at the Seller's cost,
- 7.5. To require Seller to replace defective or non-conforming Goods or require Seller to perform the Services within a reasonable period as determined by Buyer, and at Seller's expense,
- 7.6. To obtain from the Seller a reduction in price for that part of the Goods and/or Services affected by such defects or non-conformity,
- 7.7. To rectify the defects or to have them rectified by a third party or to arrange for the delivery of similar Goods or Services by the Seller or a third party; the costs shall in each case be borne by the Seller,
- 7.8. Cancel the Purchase Order, in whole or in part, free of charge, and obtain adequate compensation from the Seller for damages suffered by the Buyer, when one of the points previously set out in the previous sections has been breached.

- 7.9. Such warranties shall remain in force for a total period of 24 (twenty-four) months from the date of delivery of the Goods or performance of the Services. Such warranties, without prejudice to other rights and remedies of the Purchaser, shall include inter alia the statutory warranty for hidden defects, as provided for in any applicable law. If the Seller ceases to manufacture the Goods, and for a period of at least 5 (five) years, the Seller shall guarantee an adequate repair service, as well as the supply of spare parts.

8. Confidentiality - Intellectual Property

- 8.1. All specifications, software, and any other information, whether technical or commercial in nature, provided by the Purchaser in connection with the Purchase Order, as well as the Purchase Order itself, shall be treated as confidential by the Supplier and, without the Purchaser's prior written consent, shall not be disclosed by the Supplier to any third party, nor shall the Supplier use it for advertising, display, or publication or for any other purpose other than that necessary for the proper performance of its obligations under the Purchase Order. When required by the Purchaser, the Supplier shall separately execute a written confidentiality agreement.
- 8.2. All specifications, software, and any other information provided by the Purchaser in connection with the Purchase Order shall at all times remain the property of the Purchaser. They shall be returned to the Purchaser upon completion of the Purchase Order and shall be used by the Supplier solely for the purposes of the Purchase Order.
- 8.3. The Supplier acknowledges that all intellectual property rights relating to the Purchase Order, including but not limited to, the Purchaser's and its affiliates' names, service marks, trademarks, inventions, logos, and copyrights, are and shall remain the exclusive property of the Purchaser or its affiliates and shall not be used by the Supplier except to the extent that the Supplier obtains the Purchaser's prior written approval and, only in the form prescribed by the Purchaser.

9. Indemnity

- 9.1. The Seller shall indemnify and hold harmless the Purchaser and its affiliates from and against any and all claims, costs, expenses (including reasonable attorneys' fees), losses, and damages which the Purchaser and/or its affiliates may suffer, arising out of or in connection with any of the following: (i) The Seller's breach of any of its obligations under the Purchase Order, (ii) The negligence of the Seller, its agents, assigns, employees, or subcontractors, (iii) Any claims made against the Purchaser or its affiliates, with respect to the deficiency of the goods, products, or services provided by the Seller, at any time and notwithstanding any applicable statutory limitations, and/or (iv) Infringement of any patents, registered designs, trademarks, copyrights, or other intellectual property rights arising out of the sale or use of the Goods supplied or Services performed pursuant to the Purchase Order.

10. Insurance

- 10.1 The Seller must establish insurance coverage for risks whose amount must be considered reasonable, by an insurance broker advising the company that provides Goods and/or Services to the Buyer, but in any case, may not be less than:
- General Liability and Professional Indemnity Insurance with a minimum coverage amount of USD 50,000 (fifty thousand US dollars). This coverage will apply to all services provided by the Seller to the Buyer, the value of which is equal to or greater than the minimum coverage.
 - Any other insurance required by law.
- 10.2 Upon the Purchaser's request, the Seller shall provide a certificate, dated and signed by its insurers,

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for the various insurance policies required under clause 10, evidencing such coverage, with the premiums to be paid by the Seller during the period. Such certificates shall specify the amount and scope of coverage, as well as the period of validity of the insurance policy issued.

11. Compliance

- 11.1. The Seller shall comply with all applicable national or international laws and regulations and/or codes of practice relating to the packaging, labeling, transportation, storage, and handling of any hazardous substances.
- 11.2. The Seller and any of its subcontractors or suppliers shall comply with all applicable laws and regulations, including but not limited to the laws and regulations of the Seller's country, the country that is the final destination of the Goods or Services and/or the countries in which the Seller is to carry out its work, as well as all intermediate countries, including but not limited to, laws and regulations relating to anti-corruption, anti-money laundering, counter-terrorism, environmental matters, data protection and privacy, export control, as well as trade restrictions and embargoes.
- 11.3. The Supplier undertakes to comply with the Bureau Veritas Code of Ethics and the Supplier Code of Conduct, as amended in their latest updated versions, published on the Bureau Veritas website.
- 11.4. The Seller further warrants that both the Seller and any of its own suppliers of goods or services or any of its subcontractors shall at all times observe socially responsible supply chain commitments, including but not limited to the prohibition of (i) involuntary, undeclared, forced or child labor, (ii) unsafe or unhealthy working conditions in the facilities where the goods or any part thereof are manufactured or processed (including any accommodation that may be provided for employees at such facilities) and (iii) any form of discrimination against employees (including, but not limited to, discrimination on the grounds of gender, race, religion, age, sexual orientation, physical or mental disability, trade union activity, etc.).

12. Data protection

- 12.1. The Seller represents and warrants that it, its employees, subcontractors, suppliers, or any person acting on its behalf shall comply with the Constitution, and the Organic Law on Data Protection and its regulations
- 12.2. When the Seller, in the performance of the Purchase Order, processes personal data (as defined by the Data Protection Law) of the Purchaser's employees, contractors, business partners, or customers on behalf of the Purchaser, then the Purchaser shall act as the "Data Controller" and the Seller shall act as the "Data Processor" (as defined by the Data Protection Law).
- 12.3. The terms and conditions under which the Seller undertakes to perform the processing of personal information on behalf of the Purchaser are set forth in Appendix 1 of these General Terms and Conditions of Purchase.

13. Services Performed at Purchaser's Premises

- 13.1. If under the Purchase Order, the Seller is required to provide Services at premises owned or occupied by the Purchaser or one of its affiliates: (i) The Seller shall comply with, and shall procure that its suppliers, subcontractors, and their respective employees and agents comply with, all applicable health, safety, ethical, environmental, and other rules, regulations,

codes of practice and requirements in force at such premises, (ii) The Seller and the personnel of its suppliers and subcontractors providing such Services shall be equipped by the Seller at its own cost with all necessary personal protective equipment (including, but not limited to, the necessary safety footwear and helmets), (iii) The Seller and its suppliers and subcontractors have taken out Employer's Liability/Workers' Compensation Insurance, as applicable, to fully comply with all applicable laws.

14. Termination

- 14.1. The Purchaser may terminate the contractual relationship arising from the Purchase Order, without the Seller being entitled to any compensation, under the following circumstances: (i) In the event that the Seller has breached any of the provisions of these General Terms and Conditions of Purchase and/or the Purchase Order and provided that the Purchaser has requested the Seller, by written notice (including email), to perform its obligation or remedy the breach within fifteen (15) calendar days, the Purchaser shall be entitled to terminate this contractual relationship without further notice in the event that such obligation is not performed or the breach is not remedied within such period, (ii) in the event that the Seller is in the process of dissolution or has been dissolved, liquidated or is making or has made an assignment for the benefit of creditors, or, subject to any mandatory rules applicable pursuant to bankruptcy laws, provided that the Seller is being or has been declared bankrupt, is placed in receivership or liquidation, or has taken the benefit of any insolvency law or similar law providing protection for creditors, or, (iii) in the event of any change in the control structure of the Seller as described in the Seller Information Form, provided that the Seller shall inform the Purchaser of any change in its control structure as soon as reasonably practicable.

15. Assignment and Subcontracting

- 15.1. The Seller shall not assign, transfer, or subcontract the whole or any part of the Purchase Order without the Purchaser's prior written consent. The Purchaser may assign or transfer the whole or any part of the Purchase Order to any of its affiliates at any time without the Seller's prior consent.

16. Governing Law – Jurisdiction

- 16.1. These General Terms and Conditions of Purchase, together with any Purchase Order issued by the Purchaser pursuant to these General Terms and Conditions of Purchase, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of Ecuador.
- 16.2. All disputes arising out of or in connection with the validity, interpretation, performance, breach or termination of these General Terms and Conditions of Purchase, as well as any Purchase Order issued on the basis of these General Terms and Conditions of Purchase, shall be submitted to arbitration of the Quito or Guayaquil Chamber of Commerce to which the Purchaser and the Seller agree to be bound.

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1. Data Processing

The operations on personal data imply (the "**Data Processing**"):

- the processing purpose(s): Vendor Registration
- the categories of personal data involved (the "**Personal Data**"): Vendors
- the duration of data processing: 10 years
- the categories of data subjects involved: Identification Data.

In this regard, the Parties shall cooperate at any time and diligently to formalize all the documentation required for the Data Processing.

2. Obligations of the Data Processors

The Seller undertakes and warrants:

- to comply with all Obligations as a Data Processor in compliance with Data Protection Laws within the framework of the execution of a Purchase Order, and that the Products and Services are provided in accordance with the Data Protection Laws.
- to provide the Purchaser, at any time and upon request, all the information and documentation necessary to justify (i) the Seller's compliance with all applicable Data Protection Laws, and (ii) the Seller's compliance with this Annex 1, particularly in the case of audits and investigations carried out by the Purchaser or third parties acting on its behalf, or any competent data protection authority
- to immediately inform the Purchaser of any circumstances that imply the Seller's inability to comply with the Data Protection Laws or to provide Products and Services in compliance with the Data Protection Laws, in which case the Purchaser and Seller shall cooperate in good faith to resolve any problem, in particular, to identify the impact of such circumstances on the Services and to determine the changes to the General Terms and Conditions of Purchase or to the Products and Services that will be required. In this regard, in the event that the Parties fail to reach an agreement to resolve the problem, the Purchaser shall be entitled to terminate the General Terms and Conditions of Purchase in accordance with its terms and conditions, without incurring any liability;
- to process personal data exclusively for the established purposes and in any case, exclusively to execute the Purchase Order, thus excluding any use, utilization or communication of such personal data by the Seller for its own internal needs or for the needs of third parties;
- to process personal data in accordance with the instructions of the Purchaser, except as urgently required to mitigate a security breach as detailed in article 4 mentioned below;
- to assist the Purchaser in carrying out data protection impact assessments;
- to cooperate diligently with the Purchaser to enable it to comply with its Obligations related to data subjects seeking to exercise their rights as established in the Data Protection Law, including but not limited to the right of access, rectification, cancellation and opposition, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision (including profiling). Specifically, the Seller undertakes to:
 - respond as soon as possible to any request from the Purchaser in this regard.
 - forward any request received for the Purchaser as soon as possible in cases where data subjects submit requests to exercise their rights to the Seller.
- to comply with the defined data retention period, as defined by the Purchaser and at the discretion and following the instructions of the Purchaser, shall delete all personal data or return it to the Purchaser, as well as delete existing copies, except as required by applicable laws.

3. Confidentiality Measures

The Seller undertakes and warrants that it shall maintain the confidentiality of all personal data and in particular:

- that it has implemented or will implement adequate access control procedures to regulate access to personal data, such as cryptographic methods, authentication means, etc., as applicable.
- that only those persons with a need to know, for the purpose of providing the services, shall have the possibility of accessing personal data, and such persons are bound by legal or contractual confidentiality obligations, which are no less stringent than those set forth in clause 8 "Confidentiality" of the General Terms and Conditions of Purchase.

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4. Security Measures

The Seller undertakes and warrants that it shall maintain the security of personal data, and particularly that:

- It has implemented and/or will implement appropriate technical and organizational measures to ensure the security of personal data as described herein, and in particular to prevent loss, theft, unauthorized deletion or alteration, or unauthorized disclosure, use or access, particularly where the processing involves the transmission of data in a network;
- Such measures shall be adapted to the Data Processing involved by the Products and Services and take into account the best in industry standards and the costs involved in their implementation, the risks presented by the processing and the nature of the data to be protected;
- It shall notify the Purchaser as soon as possible of (i) any personal data security breach (ii) all associated information necessary to allow the Purchaser to comply with its notification obligations to the competent data protection authority and ultimately to the data subjects within the regulatory deadlines and documenting the breach, including but not limited to:
 - The nature of the breach;
 - The categories and approximate number of individuals affected by the breach;
 - The categories and approximate number of personal data records involved;
 - The likely consequences of the personal data breach;
 - The measures taken or to be taken to address the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

5. Sub-processing

The Seller undertakes and warrants that it shall not engage any other processor (hereinafter "Sub-Processor") either wholly or partially involved in the Data Processing, without the prior written consent of the Purchaser and without having timely informed the Purchaser of which processing activities are being subcontracted and the name and contact details of the Sub-Processor.

In the event that the Purchaser authorizes the involvement of a Sub-Processor, the Seller undertakes and warrants that:

- The Sub-Processor shall be bound by contractual obligations equivalent to those set forth in clause 5;
- The Seller shall remain fully liable for any breach of this Annex and/or Data Protection Laws committed by the Sub-Processor in the performance of the services.

6. Cross-border Transfers

The Seller undertakes not to transfer personal data outside the territory of Ecuador, in addition to providing an adequate level of protection, without the prior written consent of the Purchaser and the prior conclusion between the exporters and importers involved of the personal data transfer agreement established under the Contractual Clauses.

7. Liability

The Seller shall be liable for any breach caused against the Purchaser and/or data subjects pursuant to this Annex and shall indemnify the Purchaser and/or data subjects, as applicable, against any loss, damage or costs, including legal costs and attorney's fees.