**GENERAL TERMS AND CONDITIONS OF PURCHASE**

**OBLIGATIONS ASSUMED UNDER THE PURCHASE ORDER**: The provisions in this Purchase Order, along with its specifications and other documents referenced on the present Purchase Order, will be the obligations through which the parties shall relate within the scope of this commercial relationship for the supply of goods, products, and services.

**WARRANTY**: The Vendor guarantees to the Buyer that all goods, products, and services covered by this Purchase Order will comply with all applicable legal regulations in the local jurisdiction being obliged to ensure that the supplied products and services will guarantee their quality and timeliness and on the event of any issues with the supplied products or services, the Vendor must replace them or cover any expenses associated with products or services not provided according to the Buyer's requirements.

In the execution of the Services and/or the supply of goods, the Vendor is obligated to:

Comply, as relevant to the nature of the supplied products and services, with applicable local laws and regulations.

Compensate and safeguard the Buyer from any actions, trial, lawsuit, or processes derived from or motivated by the Vendor's failure in supplying products or services, any violation of applicable local laws and regulations, as well as in the event that the Vendor engages in any conduct involving negligence, lack of diligence, or fraud.

In the event that the Vendor fails to comply with the aforementioned regarding the supply of products or services as established in the purchase order, the Buyer shall only be required to pay for goods, products, or services effectively provided or delivered up to the date of a potential breach, and the Buyer may terminate the commercial relationship immediately.

**DELAYS**: The Vendor must immediately and in writing inform the Buyer of any delays or actual non-compliance related to the timely delivery or supply of goods, products, and services within the timeframes established in the purchase order. The Vendor must take all reasonable and available measures to prevent the Buyer from incurring unjustified and unwarranted costs due to these delays or non-compliance. In the event that the supplier or Vendor incurs in delays in delivering the committed goods, products, or services, they must cover any costs resulting from the delay that the buyer may incur as a result.

**MODIFICATIONS REGARDING THE INITIALLY REQUESTED SERVICE**: No modifications can be made to what is established in this Purchase Order without the prior written consent of the Buyer. In the event that the Buyer intends to make modifications to the goods, products, and services to be supplied by the Vendor (e.g., modifications in the requested quantities, changes in the scope of services, or regarding the service price), they must be communicated with a notice period of at least 5 business days to the Vendor or Supplier.

HAZARDOUS GOODS, PRODUCTS, OR SERVICES: In the event that the Vendor supplies goods, products, or services that are considered "hazardous materials" or substances requiring special treatment, and for which special precautions must be taken to avoid affecting public health, the Buyer may request, prior to the formalization of this purchase order, all documents, records, and public or private certifications that demonstrate the origin and regularization of the mentioned goods, products, and services and being able to decide about the beginning of the commercial relationship based on the review of these records.

**NO ASSIGNMENT**: This Purchase Order may not be assigned or transferred to another Vendor or Service Provider without the express written consent of the Buyer.

**LABOR RESPONSIBILITY**: On its part, the Buyer will not have any labor or other related obligations or liabilities with respect to the workers of the Supplier or Vendor of the supplied goods, products, and services, in the same manner with its external advisors, subcontractors, or any natural or legal person connected to the service provider.

**CONFIDENTIALITY**: All information to which the Vendor or Supplier of the supplied goods, products, or services gains access, received through any communicable means from the Buyer, is considered confidential and strictly confidential. Consequently, the Vendor or Supplier will have an obligation not to disclose this information to third parties, and likewise not to use it for purposes other than the provision of services related to the purchase order, except with prior written authorization granted by the Buyer.

**FORCE MAJEURE**: The party prevented from fulfilling its obligations due to unforeseeable circumstances or force majeure, in the terms provided by applicable legislation (e.g., governmental resolution, natural disaster), will not be deemed in breach of the agreement, provided that the affected party immediately communicates such circumstances to its counterpart and takes all reasonable measures to mitigate the effects of force majeure and resume the fulfillment of its obligations.

Whilst one party is unable to fulfill its obligations due to unforeseeable circumstances or force majeure, the counterpart will not be obligated in turn to fulfill its corresponding obligations.

**DISPUTE RESOLUTION**: Any doubt, divergence, controversy, or difficulty arising between the parties regarding the validity, interpretation, application, fulfillment, resolution, or termination of this purchase order and the underlying service relationship that cannot be resolved through mutual agreement will be resolved through the jurisdiction of the administrative and judicial authorities of the city of Santiago, Chile.

**LEGAL RESPONSIBILITY OF THE SUPPLIER**: The Vendor or Supplier of the provided goods, products, and services must fully comply with all local regulations, including Law No. 20.393 that establishes the Criminal Liability of Legal Entities, and any applicable anti-corruption and compliance regulations. Similarly, the Supplier or Vendor must comply with all ethical and procedural requirements formulated and demanded by the Buyer, in accordance with its internal corporate procedures.

**THE BUYER** shall have the right to immediately terminate the commercial and service relationship pertaining to this purchase order, in the event that the Supplier or Vendor incurs one or more breaches of the terms, obligations, and considerations established above.

**SHIPMENTS**: Charges for packaging, shipping, or handling will not be allowed unless agreed upon by the parties. The Vendor shall be responsible for payment for goods damaged due to inadequate packaging or labeling, resulting from their responsibility.