

1. APPLICATION

- 1.1. Yunex S.A.S., henceforth to be known as YUNEX, makes all of its orders and issues all purchase orders with strict adherence to these general purchase conditions. The conditions herein established are understood to be incorporated in all "Purchase Orders" issued by YUNEX, and fully obligate the supplier that accepts the aforementioned order.
- 1.2. Adverse changes to these general purchase conditions will be valid only if YUNEX accept these amendments expressly and in writing. On that basis, clauses or conditions that are handwritten or printed in offers, letters, quotations, conditions, or any other document issued by the VENDOR, which contravene these general purchase conditions express or implicitly, they will be considered unwritten and not accepted by YUNEX.
- 1.3. Particular clauses shall prevail over these general purchase conditions, only if they are written and fully subscribed by the parties. In any case, general purchase conditions would remain in force when they are not repealed or amended by a particular clause.

2. SCOPE OF THESE CONDITIONS

- 2.1. The legal business is understood to be perfected with the sent of the Purchase Order to the supplier.
- 2.2. The description and technical conditions for the materials, elements, products, equipment and services, the payment terms, the term, and the place of delivery for the matter of the purchase are stipulated in the "Purchase Order" that YUNEX issues.
- 2.3. YUNEX shall make the payment for the goods or services in the "Purchase Order, provided that the vendor has delivered them to the full satisfaction of YUNEX.
- 2.4. All expenses and risks in transport and packaging of the goods stipulated in the Purchase Order through the place of destination determined in these, shall be for the account of the VENDOR.
- 2.5. For the deliveries of services and goods and the transfer of risk to YUNEX occurs once YUNEX and the VENDOR sign the minutes of satisfactory delivery of the Purchase Order. The foregoing without prejudice to the Supplier being obliged to comply with the quality guarantee during its term.
- 2.6. YUNEX shall only be liable for consequential damages derived from the actions or omissions that are directly attributable to it. In any event, YUNEX liability shall in no case exceed one hundred percent of the amount of the Purchase Order.
- 2.7. The fulfillment of the Purchase Order by YUNEX is subject to there being no impediments on account of national or international provisions, particularly in respect to export control provisions.
- 2.8. Unless it is agreed to otherwise, or that YUNEX may specifically authorize it in writing, no partial deliveries by the VENDOR shall be accepted.
- 2.9. In the event of non-compliance of any stipulations of the Purchase Order or this General Purchase Conditions by the VENDOR, YUNEX reserves the right to withhold payments to the supplier, receive the merchandise or not, or to receive part of it.
- 2.10. The Supplier will designate who will act as its representative or interlocutor against YUNEX in the development of the Purchase Order. All documents signed by the representative or interlocutor designated by the Supplier will be considered as if they had been issued by the Supplier and are legally binding on him.
- 2.11. In all those cases in which the good and / or service entrusted to the Supplier has as its final recipient a YUNEX customer (hereinafter, the End Customer) and YUNEX has disclosed this situation to the Supplier before the issuance of the Purchase Order, the Supplier will guarantee that it knows and understands the obligations, risks, and responsibilities that YUNEX assumes against the End Customer regarding the goods and / or services contracted to the Supplier. Consequently, the Supplier agrees to fulfill YUNEX the same obligations that YUNEX must fulfill with its End Customer in each and every one of the aspects related to the goods and / or services that are part of the scope of the Purchase Order, which includes without limitation, everything related to delivery times, technical specifications, operation, guarantees, penalties for non-compliance and operational aspects.

3. REJECTION OF THE GOODS OR SERVICES

- 3.1. The Supplier is obliged to supply quality goods or services, to guarantee the quality of the materials used for the execution of the Purchase Order, as well as to know, fulfill and sign the document "Quality Agreement with Suppliers" defined by YUNEX.

- 3.2. The supplies, elements, processes, products and / or services must comply with the technical conditions of supply, drawings, standards and, in general, the specific requirements by YUNEX for the execution of the Purchase Order. In the event that the Supplier does not comply with these requirements, YUNEX can issue a Non-Conformity, for which the Supplier is obliged to initiate immediate corrective actions as well, must respond in writing, within a period not exceeding five (5) business days of receipt of the Non-conformity, reporting the corrective actions implemented, the analysis of causes and the action plan derived from the non-compliance as defined in the "Quality Agreement with suppliers". In cases where YUNEX has incurred unplanned costs due to the occurrence of non-compliance, these Non-Conformity Costs must be borne by the Supplier.
- 3.3. In the event that YUNEX rejects, makes remarks and / or issues non-Conformities to the products delivered or the services provided, the Supplier must re-execute the activities or deliver the products, incorporating or solving the failures within five (5) days. business days following the report of the observations made by YUNEX. This time period may never be understood as a grace period and/or extension for the compliance with the pending obligations.
- 3.4. If the previous term has ended, the Supplier refrains from satisfactorily resolving the remarks made by YUNEX, YUNEX may impose the penalties provided in these General Purchase Conditions.

4. TAXES

All expenses and direct or indirect taxes of a national, departmental, or municipal order that may be levied on account of the execution and fulfillment of the Purchase Order(s) shall be for the sole account of the VENDOR and shall not give rise to any reimbursement whatsoever by YUNEX. Moreover, the VENDOR shall take care of any new provision and/or any modification that be produced within the legal tax regime.

5. CONTRACTUAL RESIDENCE

For all issues in tort, the parties designate the city of Bogotá D.C as the domicile. For all other purposes, competence shall be determined in accordance with the law in force.

6. GUARANTEE WITHHOLDING

Unless something else is agreed in the Purchase Order, the Supplier consents that YUNEX retains an amount corresponding to five percent (5%) of the value of each invoice or collection account to which the Supplier is entitled under the Purchase Order. This value will be retained by YUNEX to guarantee compliance with the obligations derived from the Purchase Order. Consequently, all of the amounts withheld will only be paid to the Supplier within thirty (30) calendar days after the date on which YUNEX and the Supplier jointly sign the act of receipt to the final satisfaction of the Purchase Order, without that there be place for the payment of interest or indemnization of any kind in favor of the Supplier.

7. INVOICING FOR THE PURCHASES

- 7.1. All invoices must indicate the Purchase Order number and the Services Entrance number (100 *) or the Merchandise Reception Entrance number (500 *), in the reference field. All the invoices shall fulfill all of the requirements established by the Commercial Code, the Colombian Taxation Statute and the requirements defined by YUNEX. In the event that the requirements of the norms stated above are not fulfilled, YUNEX shall return the invoice and shall abstain from making the payment until such time as the aforementioned provisions are fulfilled.
- 7.2. Manual invoices must be delivered on Calle 127A #7-12 Bogotá-Colombia. These must be delivered in original and copy. The copy will be returned to the Supplier with the filing stamp. Electronic invoices must be sent to the following corporate email: yunexelectronicsindia.in@siemens.com.
- 7.3. In order for the Supplier can issue the corresponding invoice, it must include a number that allows it to be filed. To issue this number, its necessary that the supplier provides to YUNEX the following documents:
- 7.4. A document that accredits the delivery of the merchandise or service duly signed by the YUNEX employee entrusted with receiving the materials or services indicating the number of the purchase order.
- 7.5. A signed document by the supplier legal representative, or by its fiscal auditor when by law it is obliged to have the latter, that accredits fulfillment of the supplier obligations with the health, professional risks and pension systems, and with the contributions to the Workers Compensation entities, the ICBF (Spanish acronym for Colombian Family Welfare Institute) and SENA (Spanish acronym for National Vocational Training Service) and other

parafiscal contributions, during the six (6) months prior to the invoice date or during the validity of the Purchase Order.

7.6. The up-to-date Policies as the case may be.

PARAGRAPH 1.- Purchase Orders payments issued by YUNEX will be made on the ten (10) and twenty-five (25) of each month or the following business day, in Colombian pesos (COP) including 100% of the value of the corresponding VAT, prior presentation of the invoice correctly prepared.

PARAGRAPH 2.- Payment will be made within (90) calendar days after the invoice is filed by the Supplier and its due acceptance by YUNEX. In any case, the timing of payments depends solely and exclusively on the Provider. YUNEX will make the payment through electronic transfer, according to information provided by the Supplier regarding the type of account (savings, current), account number and tax information. All the agreed payments will have the withholdings of the current law, applicable to this type of legal business at the time of payment.

PARAGRAPH 3.- In cases where YUNEX pays to the VENDOR any amounts of money that are not owed, the VENDOR should be given notice to YUNEX specifying the payment and is forced to reimburse the full amount within the five (5) working days after the transaction date. If the reimbursed has not been submitted by the VENDOR after the five working days deadline, the VENDOR will be considered possessor in bad faith regarding the sum of money and shall pay to YUNEX moratorium interest for each day that the VENDOR failed to reimburse the money, this is without prejudice to the YUNEX right to prosecute the legal actions which may be derived from his delay.

PARAGRAPH 4.- Payment shall not be considered as a partial or complete acceptance that the goods or services were delivered in accordance with the Purchase Order, nor as a waiver of any rights on the part of YUNEX under this General Purchase Conditions.

8. GUARANTEES

The Supplier agrees to join the Program for the Mitigation of Business Risk adopted by YUNEX, whereby YUNEX will create as the policyholder, insured party, and beneficiary, under the policies described below, through a legally established Insurance Company in Colombia, in order to constitute the VENDOR as the bonded party:

Protections	Amount insured*	Policy cover
Big Bond	10%	Valid for the duration of the offer as Yunex demands to the supplier.
Performance compliance	20%	During the term of the contract until its liquidation.
Proper use of the advance paper	100% of the value of the advance paper	During the term of the contract until its liquidation.
Stability of the works	30%	For 5 years from the signature of the document confirming satisfactory receipt of the work.
Quality of service and/or Proper operation on the equipment	20%	To be agreed between the parties. The term will be counted from the signing of the document confirming the satisfactory receipt of the equipment or services.
Supply of spare parts	10%	To be agreed between the parties.
Payment of salaries and social benefits	10%	During the term of the contract and three years after it finishes.
Civil and third-party liability	10%	-Value insured: 30% of the value of the contract. Without this value being less than \$300.000.000. -Effectiveness of the policy: Equal to the term of execution of the contract. -Sub protections: *Medical expenses at 20% of the PLO.

		*Contractors and subcontractors: 100% PLO. *Vehicles: 100% PLO. *Employer: 50% PLO. * Crusade: 50% PLO.
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* Amount insured (with respect to the value of the contract)

The Supplier must deliver the documents and information required for issuing the policies to the Insurance Company through its insurance broker DELIMA MARSH S.A., within three (3) calendar days from the date of issue of the Purchase Order. Information and requests should be sent to the email solicitudesmitigacion@marsh.com or to the contact telephone number 6505132 Bogotá or 018000112471 the rest of the country.

PARAGRAPH 1.- With respect to the Supplier's obligation to submit the documents required for the creation of the policy, the supplier shall be both civil and criminally liable for the accuracy of the documents, and shall be required to indemnify YUNEX for any damages that may arise from the submission thereof, particularly for any breach of the contractual obligations derived from the insurance contract, including but not limited to the objections that the Insurance Company may allege due to any misrepresentation or inaccuracy in the declaration regarding a real risk status, as well as any other applicable objection.

PARAGRAPH 2.- The contracting of the policies referred to in this clause by YUNEX does not exonerate the Supplier of their obligation to indemnify YUNEX for all the damages resulting from any breach of this order that were not covered by the aforementioned policies or in excess of these, in accordance with the provisions of the Contract.

PARAGRAPH 3.- The Supplier will demand that its subcontractors have implemented the same coverage as those established by YUNEX. The Supplier will be the only party responsible for any deficiencies in the insurance coverage. Any and all of the deductibles in insurance policies will be exclusively borne by the supplier under their sole responsibility.

PARAGRAPH 4.- The Supplier agrees to assume payment on time at its own expense and risk for the total amount of the premium caused during the issuing of the policy, as well as for payments caused later due to modifications, renewals, extensions, or any other addendum issued based on the policy. Said payment must be made by the Supplier in favor of the insurance company in one single payment, the above taking into consideration that any delay in the payment of the premium will imply the automatic termination of the insurance contract. The Supplier must provide to YUNEX the cash receipt or proof of payment issued by the insurance company issuing the policies at the latest within three (3) days following the contract signing date or issuing the corresponding Purchase Order.

PARAGRAPH 5.- In the event that for any reason the Supplier cannot be added to the Insurance Company program contracted by YUNEX, the Supplier agrees and undertakes to constitute in favor of YUNEX, through an Insurance Company that is legally established in Colombia and is acceptable to YUNEX, a policy with the same protections, validity, and general conditions and insured amounts referred to in this clause, in which YUNEX is listed as the beneficiary, and THE SUPPLIER is the policy holder and secured party. THE SUPPLIER must attach the official payment receipt to said policy. In this event, the following clauses must be included on the cover sheet (deck page) of the policies:

- ◆ Non-application of the proportionality clause.
- ◆ Non-termination of the insurance contract for late payment of the premium.
- ◆ The insurance company may not change the terms or revoke the insurance policies entered into without the prior written consent of YUNEX thirty (30) days prior to the amendment or revocation date.

PARAGRAPH 6.- The Supplier must contract and keep the policies in force for the duration of the Purchase Order or the contract. If the Supplier does not present these, YUNEX will have the power to contract them with a charge to the Supplier or to unilaterally terminate the Purchase Order unlawfully due to the Supplier's fault.

PARAGRAPH 7.- The Supplier waives the right to unilaterally revoke the policies that it enters into pursuant to the Purchase Order.

9. OBLIGATIONS IN LABOR MATTERS, OF INTEGRAL SOCIAL SECURITY AND THE ENVIRONMENT

The Supplier undertakes to comply with the following obligations in Labor Matters and Comprehensive Social Security, without prejudice to all other obligations that it is

obliged to fulfill under applicable regulations, collective agreements, or collective agreements, to which it is subject:

- a) Comply with its obligations to health systems, occupational risks, pensions, and contributions to the family compensation funds, ICBF, SENA or others, in relation to the workers, personnel and / or dependents linked to the execution of the Order of Purchase or that participate in the execution of the same.
- b) Knowing, complying with, and enforcing their suppliers and subcontractors, all the current legal provisions applicable to the Environment, Safety and Health at Work and others applicable to economic activity.
- c) Knowing, complying with, and enforcing their suppliers and contractors, all the requirements and guidelines regarding Environmental Management and Occupational Health and Safety, established both in the document "EHS Manual of Contractors and Suppliers" of YUNEX and its annexes, as well as the guidelines of the End Client, if applicable, according to the scope of the supplies or the activities to be carried out.
- d) Have a score greater than or equal to 61% of the evaluation of the Minimum Standards of the Occupational Health and Safety Management System certified by the Occupational Risk Administrator (ARL) to which it is affiliated.
- e) Guarantee that it has a person in charge of the company's Management System in accordance with the regulatory requirements on Occupational Risks and the Environment.
- f) Designate who will act as its representative or interlocutor with YUNEX in the development of the Purchase Order for all issues related to Environmental Management and Health and Safety at work.
- g) YUNEX reserves the right to request the Supplier at any time to replace the Provider's workers and / or dependents who are not adequately trained or qualified, and the Supplier agrees to replace them as soon as YUNEX so requests, written.
- h) The Supplier's staff, workers and / or dependents do not have and will not acquire any employment relationship with YUNEX by reason of their participation in the execution of the Purchase Order. All responsibility derived from the employment contracts will be exclusively of the Supplier, which in all cases must keep me harmless to YUNEX against any claim, fine, sanction, complaint or demand presented by the Supplier's staff, workers, or dependents.
- i) The Supplier authorizes YUNEX so that of the balances in favor of the Supplier, YUNEX withholds and pays the sums that may be available to meet any of its labor and parafiscal obligations (wages, social benefits and compensation, contributions to the systems health, professional risks, pensions and contributions to the family compensation funds, ICBF, SENA or others) that have not been duly and timely satisfied in relation to the workers that they occupy in the execution of the Purchase Order. Said authorization implies an early subrogation in favor of YUNEX of the monies in question, in order that it may have them. On the value of the debts paid by YUNEX, the Supplier will be charged ten percent (10%) in favor of YUNEX for administration expenses.
- j) Comply with the applicable labor regulations regarding work shifts and layoff of its personnel. In this sense, at the request of YUNEX, the Supplier will inform the duration of the work and rest shifts of all personnel.
- k) YUNEX reserves the right to carry out audits of the Supplier in order to verify compliance with the labor, constitutional and legal standards, and rights of workers, for which it may request from the Supplier all the necessary documentation to support compliance with such obligations.
- l) The workers and / or dependents of the Supplier who carry out activities, within the framework of the execution of the Purchase Order, within the facilities of YUNEX or in general, within any work, customer facility and / or site of project / service must comply with current legal regulations on occupational and environmental risks, as well as those defined by YUNEX as described in the "EHS Manual of Contractors and Suppliers"
- m) The Supplier will be solely responsible for Environmental Management in its processes, including the management and final disposal of solid and / or liquid waste generated during the execution of the Purchase Order, in accordance with current legislation.
- n) In the event that an environmental impact is caused by the transport, handling and / or disposal of waste, the Supplier will be solely responsible for the damages generated by the mitigation of the corresponding environmental impact, and must, in any case, hold YUNEX harmless from any third-party claim or demand.
- o) During the execution of the contract, the Supplier agrees to maintain the facilities where the work is carried out in complete order and cleanliness and is also obliged to separate its waste at the source.
- p) The Supplier must develop the necessary measures to prevent the production, use, import and export of the prohibited substances due to their immediate or chronic toxicity and their danger to the environment, human health, flora, and fauna, listed in the Stockholm Convention. As a complementary measure

YUNEX has developed a list of substances to be avoided by its suppliers and the permissible concentration limits of the same (See "EHS Manual of Contractors and Suppliers"). In the event that the use of any of the substances included in the list is required, the Supplier is obliged to declare the use, handling and disposal of the substances or raw materials classified as dangerous and comply with current national regulations.

10. PENALTIES

- 10.1. In the event of delay or non-fulfillment of any of the obligations for the account of the VENDOR, YUNEX may, in each situation or event that constitutes non-fulfillment, or for each day that said non-fulfillment may continue, collect fines equivalent to zero-point five percent (0,5%) of the amount of the unfulfilled purchase order. In any case, the total amount of fines cannot exceed the fifteen percent 15% of the unfulfilled purchase order value.
- 10.2. In the event that YUNEX were to terminate any of the purchase orders issued, on account of repeated infringements and non-fulfillment of any of the obligations for the account of the VENDOR, the VENDOR agrees to pay YUNEX, as a penalty, an amount equivalent to fifteen percent (15%) of the value of the unfulfilled purchase order.

PARAGRAPH 1. - On account of the payment of the fines herein agreed-to, the obligations arising from the purchase order shall not be understood to be extinguished.

PARAGRAPH 2. - The amount of the fines and of the monetary penalty clause may be taken directly by YUNEX from the amounts due to the VENDOR, if any, or from the guarantees established, and, if this were not to be possible, they shall be collected through an executive judicial procedure, for which purpose, this document and the corresponding purchase orders shall represent merit for said procedure.

PARAGRAPH 3. - The VENDOR specifically waives, as of this time, the formalities of requirement in order to be declared in delay, for non-fulfillment of the obligations it enters into on account of the acceptance of the purchase order and of the documents that it comprises. Consequently, it specifically accepts, as of now, the sole communication in writing, addressed to it in this sense by YUNEX.

PARAGRAPH 4. - **Before the imposition of a financial penalty, the following procedure shall be followed:**

- 1) YUNEX shall inform to the VENDOR, the provenance of the fine or penalty. Enclosed with this communication YUNEX will send a copy of documents containing the reasons and basic amount of the fine to be imposed. On the basis that, every fine or penalty arises from the supplier's contractual liability.
- 2) The VENDOR shall have the opportunity to express his views and arguments regarding the communication within five (5) working days after the receipt of the announcement.
- 3) YUNEX shall determine, taking into account the VENDORS answer, the applicability or otherwise of the fines.

11. INDEMNITY TO YUNEX

The VENDOR guarantees total indemnity to YUNEX with respect to the acts or omissions of the VENDOR or of its personnel, employees, sub-contractor and or dependents during the execution of its activities. The VENDOR shall execute all the actions that it may consider pertinent for the execution of the purchase orders, under its exclusive responsibility and risk. The VENDOR undertakes to immediately reimburse YUNEX for any amount of money that it may be obligated to pay on account of these purposes. The VENDOR shall be liable for any personal, material, patrimonial or extra patrimonial and equity damages that it may be caused to its personal, employees, sub-contractor and or dependents to third parties, or to YUNEX during executions of the purchase order and that may, for whatever reason, be claimed by the aforementioned third parties against YUNEX during the execution of the purchase order(s) and/or after the acceptance of the purchase order. Moreover, the VENDOR shall be liable before YUNEX for the legal use of the trademarks, patents, and licenses for the use of the goods that it sells to, supplies, or uses, as well as for the services that it renders to YUNEX.

12. TERMINATION

The purchase order shall be terminated in full legal right and without the requirement of judicial intervention, on account of the following causes:

- a) The death of the VENDOR, if he or she is an individual, or the dissolution of the company, when the VENDOR is a legal entity.
- b) The financial inability of the VENDOR, which is presumed when it is declared in bankruptcy, states is in a state of insolvency, it calls its creditors to concordat, massively is in breach of its labor obligations, or incurs in the total or partial cessation of payments to its creditors.

- c) Whenever the VENDOR breaches the conditions stipulated in this document or in the purchase orders that have been issued or is not competent to carry them out.
- d) Whenever the VENDOR incurs in actions or omissions that deteriorate or affect the trust deposited in him or the good reputation of YUNEX, on account of the execution of its activities.
- e) In the event that YUNEX were to detect any anomaly or irregularity in the provision of the services in the execution in the Purchase Order.
- f) At any time when the VENDOR breaches the norms of the Code of Conduct for YUNEX suppliers and vendors.
- g) Whenever there may be obstacles derived from national or international provisions in foreign trade law, embargoes (and/or other sanctions), that prevent fulfillment by the VENDOR, such as when the VENDOR is reported in the list of Sanctioned Parties Screening of the, or other lists of a similar nature.
- h) For not complying with the supplier with labor or social security provisions, or with the regulations thereof.
- i) At any time, by means of a written communication addressed by YUNEX to the VENDOR, with a minimum of fifteen (30) calendar day advance notice, without giving rise to the payment of any indemnity whatsoever. In any event, YUNEX shall pay the VENDOR for the value of the tasks effectively performed, and/or of the supplies and/or equipment manufactured or acquired by YUNEX that were received satisfactorily, until the date on which the termination takes effect.
- j) The VENDOR and YUNEX may also decide, by mutual agreement, the termination of the purchase order.

13. CESSION AND SUBCONTRACTING

The Supplier may not assign the Purchase Order, in whole or in part, or subcontract the execution of one or more of the activities in its charge, unless expressly authorized in advance by YUNEX in writing.

PARAGRAPH. - The Purchase Order issued by YUNEX may be freely transferred by YUNEX to any company that has the status of a subsidiary, subordinate, or subsidiary of YUNEX AG (Germany), without requiring prior authorization from the Supplier.

14. AUDIT

Vendor commits to keep, conserve and place at YUNEX disposal, all receipts, records, books, and correspondence regarding the Purchase Order execution, during their term of execution and five (5) more years. During said period, YUNEX specifically authorized to request and review its accounting books, correspondence, records, and other documents related with the purchase orders issued, in order to verify the accuracy of the accounts and the transactions regarding the purchase order.

15. CORPORATE RESPONSIBILITY IN THE SUPPLY CHAIN

- 15.1. The VENDOR shall abide by the principles and regulations of the "Code of Conduct for YUNEX Suppliers and Vendors" (henceforth to be known as Code of Conduct).
- 15.2. In the event that YUNEX were to require it (and this will not be more than once a year), the suppliers are to send the following to YUNEX: (i) a self-evaluation in the format provided by YUNEX, or, failing this, (ii) a written report approved by YUNEX, describing the actions taken or to be taken in order to ensure faithful compliance with the YUNEX Code of Conduct for suppliers.
- 15.3. Representatives of YUNEX or of third parties authorized by YUNEX, and with consent of the VENDOR shall be authorized to (but not under the obligation to) perform inspections for the verification that the Vendor abides by the YUNEX Code of Conduct for suppliers.
- 15.4. The inspections may take place once the respective notification from YUNEX has been received in writing and during normal business working hours.
- 15.5. The inspections shall always be protected by the law for the protection of information and shall not interfere with the way-to-day tasks of the Vendor's business, and shall also not be disruptive, and shall maintain the spirit of confidentiality. The VENDOR shall cooperate with the inspections in the best possible manner.
- 15.6. In the event that the VENDOR does not abide by the YUNEX Code of Conduct for suppliers or refuses to undergo the inspection described in this paragraph, and if after notification to the VENDOR and granting it the opportunity to remedy the situation, the VENDOR was to refuse, YUNEX may terminate the purchase orders that may be under execution, this not giving rise to the payment of any indemnity whatsoever. Non-fulfillments or breaches may be, but are not limited to, labor by underage persons, corruption, or monetary handouts, not abiding

by the Code of Conduct, and not protecting the environment. The opportunity to remedy shall not represent a violation of the rights and principles, nor shall it consider work by underage persons and/or the violation of the YUNEX Code of Conduct for suppliers or the protection of the environment.

16. CONFIDENCIALITY

The VENDOR commits itself to ensure that the information that is supplied to it by YUNEX for the execution of the purchase order shall be handled as confidential and may only be used for the execution of the purchase orders. The violation of confidentiality or the undue use of the information shall give rise to the right to YUNEX to claim all the damages that may arise and to apply the corresponding sanctions against the Supplier, without prejudice to the right of YUNEX to also go to the competent judge to request the pertinent precautionary measures. Confidentiality shall not be considered to be violated when the information is to be delivered to a competent authority by request to the party, or when it is in the public domain for reasons not attributable to the party that receives the information. The VENDOR does not acquire rights of ownership or disposal with respect to the information provided by YUNEX.

17. EXPORT CONTROL

- 17.1. For all products to be delivered and services to be provided according to this Agreement, the SUPPLIER shall comply with all applicable regulations related to export control, foreign trade customs (hereinafter Foreign Trade Regulations) whether domestic and/or foreign. Also, it undertakes to manage and obtain at its own expense all the export or import licenses that may be necessary, unless according to the Foreign Trade Regulations this procedure corresponds to be managed by the Buyer or any other party involved.
- 17.2. The SUPPLIER shall inform immediately, but always within 10 days from the dispatch date to YUNEX, all the written data that the Buyer needs to comply with the Foreign Trade Regulations in case of import or export such as also in the event of resale abroad of the material or service. In any case, the SUPPLIER shall inform for each Supply or Service, the following: (a) the ECCN number (Export Control Classification Number) according to the list of the US Commerce Control List (CCL) in case the product or service is affected by the export regulations of the United States; (b) if it is applied the applicable export license number; (c) the customs statistical number according to the Harmonized System Code (HS) in force for foreign trade statistics; (d) the country of origin; (e) at the request of YUNEX: Supplier's declaration regarding the preferential origin (in the case of a European supplier) or Certificate of Origin (in the case of a non-European supplier).
- 17.3. In the event of changes in the country of origin or the characteristics of the products or the Foreign Trade Regulations, the SUPPLIER shall update the Export and Foreign Trade Control information as soon as possible, but always within 10 days from the date of dispatch to YUNEX, in writing. The SUPPLIER assumes all additional expenses and damages that may result to YUNEX due to errors or delivery of erroneous information regarding the Foreign Trade Regulations.
- 17.4. YUNEX shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

18. RESOLUTION OF CONTROVERSIES

In the event that differences, conflicts, or disputes may arise with respect to the interpretation, execution, fulfillment, termination, or consequences of the Purchase Order, which cannot be resolved directly by the parties in a term no greater than thirty calendar days, these shall be subjected to the Colombian ordinary court system.

19. NON-COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT, SAFETY AND HEALTH AT WORK

- 19.1. They will be assumed by the contracted Provider, in any case keeping YUNEX harmless from any claim or demand from third parties.
- 19.2. In the event of non-compliance with the obligations regarding Environmental Management and Occupational Health and Safety established in this document, the Supplier must indemnify all the damages caused by its non-compliance and must hold YUNEX harmless for any reason, including, but not limited to fines and / or penalties from end customers or third parties for breach of these obligations.
- 19.3. Additionally, YUNEX may apply the sanctions established in the "EHS Manual of Contractors and Suppliers" and its annexes.

- 19.4. In cases of early termination or suspension for breach of obligations in the field of Environmental Management and Occupational Health and Safety, YUNEX may discount the damages and the value incurred for the completion of the contracted scope or the execution by a third of the suspended activities.
- 19.5. The Supplier undertakes during the execution of the Purchase Order to maintain compliance with the requirements of Environmental Management and Occupational Safety and Health declared at the time of its evaluation, in the presentation of its Offer or the issuance of the Order. shopping. In case of not maintaining compliance, YUNEX may, in its sole discretion, grant a correction time or terminate the Purchase Order, without any compensation. For the application of these alternatives, the communication of YUNEX will suffice.
- 19.6. As a result of the execution of the Purchase Order and / or the audits carried out, YUNEX may qualify or evaluate the performance of the Supplier in matters of Environmental Management and Safety and Health at Work, as described in the "Manual Contractors and Suppliers EHS" and its annexes. The Supplier accepts that said results may be taken into account for the evaluation and qualification of future legal businesses or for the termination or application of the actions provided for in this document. If the audit was caused by a serious incident or continuous or repeated deficiencies, as defined in "EHS Contractors and Suppliers Manual" and its annexes, the costs incurred for the execution of the audit will be borne by the Supplier.

20. INFORMATION SECURITY

- 20.1. The Provider must have its own information security framework that includes, but is not limited to, information security policies, standards, and processes, as well as the respective governance in line with Good Security Practices to protect confidentiality, content integrity and availability.
- 20.2. The Provider shall ensure that its personnel are aware of and comply with its policy, standards, and information security processes, including through mandatory regular training; thus, guaranteeing the suitability and competencies for the handling of YUNEX information.
- 20.3. The Supplier shall ensure that any confidential information that is shared between the parties will be protected in alignment with the strongest levels of protection based on its information security policy and good security practices. Likewise, you must ensure that the content is not lost, destroyed, or altered and is not accessed or disclosed to other unauthorized persons while under your control or any of its subcontractors.
- 20.4. The Supplier will designate competent contacts for YUNEX with respect to data privacy (if applicable) and information security.
- 20.5. At the request of YUNEX, the Supplier must contribute to the relevant ad hoc meetings of Information Security (ISEC) or periodically, as agreed between both parties.
- 20.6. The Supplier must ensure that the exchange of information is based on the level of protection that corresponds according to its Good Security Practices and is only presented if its content is relevant to the object and execution of the contract.
- 20.7. The Supplier must delete any content from YUNEX as soon as its storage is no longer necessary in relation to the object and execution of this contract, both in information technology systems (computers, databases, etc.) and / or removable media (CD's, DVD's, USB sticks and discs) and / or physical documents appropriately destroyed by shredders (small pieces).
- 20.8. The Supplier shall implement technologies and procedures to minimize the risk of unauthorized access to IT systems related to the object and execution of the contract in accordance with Good Security Practices, taking into account the concept of authorization and following the principles of segregation. of functions, need for knowledge and less privilege. Likewise, you will have to disable access to people who are no longer authorized to access YUNEX information and regularly review and verify access privileges for all your relevant personnel.
- 20.9. The Supplier agrees to encrypt the information transmitted and stored for the execution of the contract in accordance with the Good Security Practices, whose cryptographic certificates will only be accepted from reliable sources.
- 20.10. The Supplier agrees to minimize and mitigate the risks in IT systems such as viruses, malicious software, among others; by installing licensed software that is permanently updated by the manufacturer, antivirus systems, strong passwords, detection, and remediation of security vulnerabilities in IT systems, and the elimination of any measure that puts information security at risk.
- 20.11. The Supplier shall monitor and document, by appropriate means, its own compliance and that of its subcontractors with the obligations of information security and data protection, exceptions, and security incidents in relation to the object of the contract.
- 20.12. The Supplier shall guarantee that security events are recorded in line with Good Security Practices and that they will be reviewed or monitored periodically by

- the Supplier, to identify unusual actions and information security by users, administrators, or technical accounts.
- 20.13. The Supplier shall establish incident management processes and procedures to take all reasonable steps necessary to detect, investigate and remedy any Security Incident, including the disaster. The Supplier will notify YUNEX immediately, and under no circumstances in more than two days, in the event that it discovers or reasonably suspects that a Security Incident has occurred. The Supplier shall provide YUNEX with information on the details of the security incident and on any measures that YUNEX may implement to mitigate the effects that the security incident may have on content, infrastructure interfaces, subsequent systems, and applications (as a measure provisional until root cause is resolved). In the event of any Security Incident that may affect YUNEX, the Supplier must remedy such incidents immediately. YUNEX's right to claim damages will not be affected. The Provider will cooperate fully with YUNEX in the investigation of a security incident and, at its own cost, will assist and cooperate with YUNEX regarding legally required notifications or disclosures to affected persons and / or government authorities.
- 20.14. The Supplier authorizes YUNEX to carry out audits (by itself or by contracting an independent third party) of the following nature: a) Regular: not more than once per calendar year. b) Based on incidents, in case of security breaches or reasonable suspicion of ISEC or law requirements. Such audits may include requesting written information, confirmations, and documentation, or making on-site visits to data centers where content is stored and processed, and on-site interviews with Supplier employees operating in the performance and purpose of the contract. The Supplier must fully support YUNEX in this regard, in particular accompanying the on-site audit measures and providing its own statements and third-party certificates.
- 20.15. The Supplier must remedy all audit findings in a reasonable time and in relation to their severity as established in the related reports and at no cost to YUNEX. You will also need to provide a roadmap outlining the timely remediation schedule after knowledge of the findings.
- 20.16. The Supplier shall use availability monitoring for all IT systems relevant to the execution of the contract, as well as backup and recovery solutions and IT disaster recovery plans defined, documented, and regularly tested in accordance with Good Security Practices. The Supplier must have and regularly test a business continuity plan to guarantee the availability requirements of the goods and / or services in the event of a security incident.
- 20.17. The Supplier shall store the information and content and execute the contract only from facilities (for example, data centers, operations centers, factories) that protect its confidentiality, integrity, and availability in accordance with Good Security Practices. This includes, among others, adequate physical access control mechanisms, as well as protection measures against environmental threats (for example, water, fire, vandalism).
- 20.18. In case of breach of ISEC requirements by the Supplier, YUNEX may notify in writing by default. If the Supplier has not been able to remedy said breach within 30 days from the notification date, YUNEX may terminate the contract with immediate effect.
- 20.19. The Supplier shall transfer to the owner of the YUNEX information or to a third party designated by YUNEX all the relevant content in an agreed format, as long as the business relationship is dissolved. All YUNEX content (including copies and drafts) residing in the provider's systems, or its subcontractors must be removed in its entirety and permanently once it has been validated by YUNEX as successfully transferred (with your confirmation). In addition, the Supplier will return once the cooperation is completed (unless otherwise agreed) all the assets provided by YUNEX for the purpose and execution of the contract.

21. SOFTWARE LICENCE USE

- 21.1. In the event that the products sold by the Supplier incorporate some type of software, the Supplier will grant YUNEX a perpetual and sub-licensable royalty-free license to use said software in relation to the products that YUNEX has acquired and with the order to operate and maintain them. YUNEX.
- 21.2. The consent of the Provider will not be required to carry out the backup of the software or for archiving purposes.
- 21.3. In the event that the products contain open-source software, YUNEX may use the open-source software in accordance with the licensing conditions described in the product documentation. In the event of a conflict between the Provider's licensing terms and the open-source software licensing terms, the open-source software licensing terms will prevail with respect to the portions or parts of the software that are open source.

22. GUARANTEE OF QUALITY OF GOODS AND / OR SERVICES

- 22.1. The quality guarantee of the goods purchased and / or services entrusted by the Purchase Order will start from the signing of the receipt to final satisfaction of the scope of the Purchase Order.
- 22.2. Unless YUNEX explicitly agrees to agree on something different with the Supplier, it will guarantee for up to two (2) years the proper functioning of the equipment sold and for up to one (1) year the good quality of the services provided. In this sense, YUNEX may claim the seller for any malfunction that occurs during the term of the warranty. The Supplier must indemnify the damages caused by any defect of operation that is claimed by YUNEX and that has arisen during the term of the guarantee.
- 22.3. The quality guarantee will consist of responding for the good condition of the property and / or the correct provision of the services and their conformity with the legally required suitability, quality, and safety conditions or those agreed with YUNEX, or those established by the YUNEX Final Client in those cases in which YUNEX has disclosed these conditions to the Supplier before the issuance of the Purchase Order.
- 22.4. In addition to the compensation that may arise, the following obligations in charge of the Supplier correspond to the quality guarantee:
- a) Completely free repair of the defects of the property, as well as its transportation, if necessary, and the timely supply of the spare parts. If the property does not admit repair, it will be replaced, or the money returned.
 - b) If the failure is repeated and according to the nature of the property and the characteristics of the defect, at YUNEX's choice, a new repair will be carried out, the total or partial refund of the price paid or the partial or total exchange of the property, by another of the same kind, similar characteristics, or technical specifications, which in no case may be inferior to those of the product that gave rise to the guarantee.
 - c) In cases of service provision, when there is non-compliance, YUNEX will choose to provide the service under the conditions in which it was contracted or to refund the price paid.
 - d) Provide the instructions for the installation, maintenance, and use of the products according to their nature.
 - e) Have technical assistance for the installation, maintenance of the products and their use, according to their nature. Technical assistance may have an additional cost to be agreed with YUNEX.
 - f) Have availability of spare parts, parts, supplies, and skilled labor, for a minimum period of three (3) years after the quality guarantee has expired.
 - g) Ensure that the life cycle of the product sold to YUNEX is at least five (5) years in the market and that, therefore, it will not be discontinued by the Supplier before that period.
 - h) In the cases of provision of services that involve the delivery of a good, repair it, replace it with another of the same characteristics, or pay its equivalent in money in case of partial or total destruction caused by the defective service by the Supplier.

23. MISCELLANEOUS STIPULATIONS

- 23.1. For all contractual effects between the parties, the concluded contract will be submitted to the law and courts of the country of YUNEX's domicile. The application of the United Nations Convention on Contracts for the International Sale of Goods, adopted on April 11, 1980, will be excluded.
- 23.2. The information contained in these General Purchase Conditions, in the Purchase Order and other documents that YUNEX delivers to the Supplier for the execution thereof, is confidential and owned by YUNEX. From the delivery of the information, the transfer, without limitation, of patents, copyrights, trademarks, licenses, or other intellectual property rights may not be derived, constituted, or assumed, except for the right to use said information in accordance with the strict terms of the Purchase Order.
- 23.3. In the event that a third-party file a claim or demand against the Supplier for an alleged infringement of intellectual property rights in relation to the Purchase Order, the Supplier shall immediately inform YUNEX of the existence of this claim or demand, as well as of his defense strategy. In any case, the Supplier must keep YUNEX harmless.
- 23.4. The titles of the clauses and sections of these General Conditions of Purchase are included for reference and convenience purposes, but in no way limit, define or describe the scope and intention of this document. The technical or scientific words that are not expressly defined in these General Conditions of Purchase will have the meanings that correspond to them according to the respective technique or science and the other words will be understood in their natural and obvious sense, according to their general use.
- 23.5. The delays or omissions of YUNEX in the exercise of any rights contemplated in its favor will not be considered or interpreted as waivers or exemptions in the exercise of the rights that the contract or the applicable laws confer on it.

- 23.6. If any provision of these General Conditions of Purchase is prohibited, is null, ineffective or cannot be enforced in accordance with the laws applicable to the contract, the other provisions of these General Conditions of Purchase will survive with their full binding and obligatory effects for the parties, unless the prohibited, null, ineffective or unenforceable provision was essential to the contract, so that the interpretation or fulfillment thereof in the absence of such provision was not possible.