

TERMS AND CONDITIONS OF PURCHASE

KINNESIS SOLUTIONS S.A.S.

CONSIDERATIONS

- KINNESIS SOLUTIONS S.A.S. (hereinafter, "KINNESIS") is a company dedicated to the supply of goods, services and solutions in the fields of energy, water, mobility and waste for companies in different industries, water, mobility and waste for companies in different industrial sectors.
- KINNESIS states the need to acquire the supply and/or sale of certain goods in the development of the corporate purpose described above.
- By virtue of the need described, KINNESIS has decided to enter into this agreement with the SUPPLIER for the supply of goods or services included in the respective Purchase Order signed by both parties.
- THE SUPPLIER declares that it has sufficient experience and knowledge to enter into this contract, having the human, technical and material infrastructure to do so. The SUPPLIER also declares that it has knowledge of all the characteristics and requirements for the proper execution of the aforementioned contract.

By virtue of the foregoing, the Parties have agreed that the Contract to be entered into shall be governed by the following provisions:

1. APPLICATION

- 1.1. KINNESIS, from the entry into force of these terms and conditions of purchase makes all orders and issues purchase orders strictly subject to these General Conditions of Purchase. The conditions set forth herein are deemed incorporated into any "Purchase Order" issued by KINNESIS and fully bind the Supplier who accepts such order.
- 1.2. In order for any modification or condition to these General Conditions of Purchase shall be valid, it must be expressly accepted in writing by KINNESIS. Under the

foregoing, the clauses or conditions that are printed or handwritten in the offers, quotations, letters, emails or other documents issued by the Supplier without proof of express acceptance of KINNESIS and that expressly or implicitly contravene these General Conditions of Purchase, shall be deemed unwritten and not accepted by KINNESIS.

- 1.3. The particular clauses shall prevail over these General Conditions of Purchase only if they are in written form and signed by all the contracting parties. In any case, the part of these General Terms and Conditions that has not been expressly derogated or unapplied by a particular clause shall be maintained.

2. EXTENT OF THESE TERMS AND CONDITIONS

- 2.1. The legal business is understood to be perfected with the sending of the Purchase Order to the Supplier.
- 2.2. The description and technical conditions of the materials, elements, products, equipment, goods, merchandise, goods and/or services, value services, the value, form of payment, quantities, term and place of delivery and place of delivery of the purchase, are stipulated in the Purchase Order issued by KINNESIS.
- 2.3. KINNESIS shall make payment for the goods or services subject of the Purchase Order, provided that the Supplier has fulfilled the Purchase Order, including these General Conditions, to the satisfaction of KINNESIS.
- 2.4. All costs, expenses and risks of transportation, loading, unloading and packaging of the goods stipulated in the Purchase Order to the place of destination determined in the same, shall be at the expense of the Supplier.

- 2.5. The delivery of goods and / or services and the transfer of risk to KINNESIS, will only occur when KINNESIS receives the final receipt to satisfaction of the Purchase Order. The foregoing notwithstanding that the Supplier is obliged to comply with the quality guarantee during the term of the same.
- 2.6. The fulfillment of the Purchase Order by KINNESIS is subject to there being no impairments by national and international legal provisions, especially with respect to provisions of export control and transportation of goods.
- 2.7. Unless so agreed or expressly authorized in writing by KINNESIS, partial deliveries will not be accepted from the Supplier.
- 2.8. In the event of default by the Supplier of any of the provisions of the Purchase Order or these General Conditions, KINNESIS reserves the right to withhold payments due to the Supplier, receive or not receive the goods or receive part of them.
- 2.9. The Supplier shall designate who will act as its representative or intermediary before KINNESIS in the development of the Purchase Order. All documents signed by the representative or intermediary designated by the Supplier shall be considered as if they had been issued by the Supplier and are legally binding.
- 2.10. In all those cases in which the good and/or service entrusted to the Supplier has as final recipient a customer of KINNESIS (hereinafter, the Final Customer) and KINNESIS has disclosed this situation to the Supplier prior to the issuance of the Purchase Order, the Supplier shall ensure that it knows and understands the obligations, risks and responsibilities that KINNESIS assumes against the Final

Customer with respect to the goods and/or services contracted to the Supplier. Consequently, the Supplier undertakes to comply with KINNESIS the same obligations that KINNESIS must comply with its Final Customer in each and every one of the aspects that have been communicated, 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, performance, warranties, penalties for non-compliance and operational aspects.

3. REJECTION OF GOODS AND /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.
- 3.2. Inputs, elements, processes, products and / or services must meet the technical conditions of supply, drawings, standards and in general, the requirements defined by KINNESIS for the execution of the Purchase Order. In case the Supplier fails to comply with any of these requirements, KINNESIS may issue a Non-Conformity, for which the Supplier is obliged to initiate immediate corrective actions and must respond in writing, within a period not exceeding five (5) working days of receipt of the Non-Conformity, reporting the corrective actions implemented, the analysis of causes and action plan arising from non-compliance. In cases where KINNESIS has incurred unplanned costs due to the occurrence of non-compliance, these Non-Conformity Costs shall be assumed by the Supplier.
- 3.3. In the event that KINNESIS rejects, makes observations and/or issues Non-Conformities to the products delivered or

services provided, the Supplier shall re-execute the activities or deliver the products, incorporating or resolving the faults within five (5) working days following the report of the observations made by KINNESIS. This period shall not be understood as a period of grace or extension for compliance with the obligations in default.

3.4. If at the end of the above period, the Supplier fails to satisfactorily resolve the observations made by KINNESIS, KINNESIS may impose the penalties provided in these General Conditions of Purchase.

4. TAXES

Any direct or indirect tax of national, departmental, district or municipal order that is caused during the term and performance of the Purchase Order, whether or not provided by the Supplier, shall be at the sole risk of the Supplier and shall not cause any reimbursement by KINNESIS, unless KINNESIS has expressly acknowledged that it will assume part of such taxes.

5. CONTRACTUAL DOMICILE

For all matters, the parties indicate as domicile the city of Medellín, Antioquia, Colombia. For all other matters, jurisdiction shall be determined in accordance with the law in force.

6. INVOICING OF PURCHASES

6.1. All invoices must indicate the Purchase Order number in the reference field. All invoices must meet the requirements stipulated in the applicable commercial and tax regulations, as well as the requirements defined by the billing policies communicated by KINNESIS. If the requirements of the aforementioned rules are not met, KINNESIS will return the

invoice and will refrain from making payment until such provisions are met.

6.2. Manual invoices should be sent to Carrera 25 No. 1 A Sur 155, office 1453, Medellín, Colombia. Electronic invoices should be sent to the following e-mail address: facturas@kinnesis.com

6.3. In order for the Supplier to issue the corresponding invoice, the Supplier is required to provide KINNESIS with the following supports:

- a) Supporting document of delivery of the goods or service duly signed by the KINNESIS agent in charge of receiving the materials or services, indicating the number of the corresponding Purchase Order.
- b) Supporting document evidencing compliance with the Supplier's obligations with the health, labor risks, pensions, contributions to the Family Compensation Fund, ICBF, SENA and other parafiscal systems, during the six (6) months prior to the date of invoice or during the term of the Purchase Order.
- c) Updated insurance policies, when applicable.

Paragraph 1. Payments of purchase orders issued by KINNESIS shall be made within a maximum period of 60 days, counted from the day of receipt of the goods and their due acceptance, except when billing is done electronically, in which case, such period shall be counted from the receipt and acceptance of the electronic invoice in the corresponding mail, after receipt of the goods and compliance with the requirements set forth in this Agreement.

Paragraph 2. Any requirement for correction, adjustment or nonconformity of the goods by KINNESIS shall suspend the

maximum payment term until the SUPPLIER makes the correction to the satisfaction of KINNESIS. The payment procedure at all times shall comply with the applicable legal provisions. In the event that the applicable rules on payments are modified, suspended or derogated, payment procedures shall be adjusted in accordance with applicable law.

Paragraph 3. In the event that KINNESIS pays the Supplier sums of money not due under the Purchase Order, the Supplier agrees to immediately give notice to KINNESIS about such payment of what is not due and to reimburse KINNESIS the corresponding values within five (5) business days following the date on which the payment of what is not due took place. After this period without the Supplier had made the refund to KINNESIS, the Supplier shall be considered a holder in bad faith with respect to the amounts not due and shall pay KINNESIS default interest at the maximum legal rate for each day it delays in making the refund, without prejudice to the right of KINNESIS to initiate legal action where appropriate.

Paragraph 4. Payments may not be considered as a partial or final acceptance of the goods or services that are part of the extent of the Purchase Order, nor as a waiver of the rights of KINNESIS under these General Conditions of Purchase.

7. SANCTIONS AND PENALTIES

7.1. In the event that the Supplier fails to comply in whole or in part with one or more of its obligations, KINNESIS may, for each situation or event constituting a breach, a penalty clause of up to 20% of the respective Purchase Order.

Paragraph 1. For the payment of the penalties agreed herein, the obligations arising from the Purchase Order shall not be

deemed extinguished. Additionally, KINNESIS may require at the same time to the Supplier the payment of sanctions (fines and / or penalty) and the corresponding indemnification of damages.

Paragraph 2. The value of fines and penalties may be taken and/or compensated directly by KINNESIS from the amount owed to the Supplier if any, or from the guarantees provided.

Paragraph 3. The Supplier expressly waives from now on the formalities of the judicial requirement to be constituted in default for non-compliance of the obligations contracted with the Purchase Order and the documents that integrate it.

Paragraph 4. Prior to the imposition of fines and penalties, the following procedure shall be followed:

1. KINNESIS shall inform the Supplier about the proceeding of a fine or financial penalty, as well as its amount.
2. The Supplier may, within the following five (5) working days, clarify or dispute the origin or amount of the fine or penalty, accompanying for this purpose the documents that support its position.
3. KINNESIS shall decide, after considering the response given by the Supplier on the appropriateness of the fine or penalty.

8. INDEMNITY

8.1. The Supplier guarantees KINNESIS full indemnity in relation to the acts or omissions of the Supplier or its personnel, workers, subcontractors and/or dependents during the execution of its activities. The Supplier shall perform all actions pertinent to execute the Purchase Order, under its

sole responsibility and risk. The Supplier agrees to immediately reimburse KINNESIS any amount of money that it is forced to pay for such reasons. The Supplier shall be liable for any personal, material, patrimonial or non-patrimonial damages caused by its personnel, workers, subcontractors and / or dependents to third parties or KINNESIS during the execution of the Purchase Order and that for any reason have claimed such third parties to KINNESIS either during the execution of the Purchase Order and / or after its receipt. Similarly, the Supplier shall be liable to KINNESIS for the legal use of intellectual property (copyright and industrial property) of the goods it sells, supplies or uses, as well as the services it provides to KINNESIS.

8.2. The Supplier shall likewise indemnify KINNESIS against any claim or demand made by a final consumer of the goods purchased through this contract, which implies that any judicial or extrajudicial payment assumed by KINNESIS to face claims for quality, suitability, damages for defective products, penalties, change of goods or any other similar concept shall be reimbursed to KINNESIS by the Supplier. The recognition given by the Supplier shall cover any defect, manufacturing damage or impairment to the suitability of the good and shall be recognized for as long as the warranty obligation remains in force.

8.3. Any sum, payment or damage to be assumed by KINNESIS due to facts directly attributable to the Supplier may be withheld or offset with sums due in favor of the Supplier.

9. TERMINATION

The Purchase Order shall be terminated as of right and without the need for judicial intervention for the following causes:

- a) The death of the Supplier if the Supplier is a natural person or the dissolution of the company when the Supplier is a legal entity.
- b) The financial incapacity of the Supplier, which is presumed when it initiates a judicial insolvency process, or massively defaults on its labor obligations or incurs in partial or total cessation of payments to its creditors.
- c) When any of the parties fails to comply with the conditions stipulated in these General Conditions of Purchase or in the Purchase Order.
- d) At any time, when the Supplier fails to comply with mandatory rules or technical standards that regulate its commercial activity or that regulate the products it commercializes.
- e) When there are obstacles derived from national or international requirements of foreign trade law, embargoes (and/or other sanctions) that prevent the Supplier's performance, such as when the Supplier is reported on the "Sanctioned Parties Screening List" (Clinton List) or other lists of a similar nature.
- f) For failure of the Supplier to comply with applicable labor or social security provisions.
- g) At any time, by written notice addressed by KINNESIS to the Supplier with at least thirty (30) calendar days in advance, without the payment of any compensation. In any case, KINNESIS will pay the Supplier the value of the goods delivered and/or services provided to satisfaction, until the date on which the termination is effective.

- h) The Supplier and KINNESIS may also agree by mutual agreement the termination of the Purchase Order.

10. CESSION AND SUBCONTRACTING

The Supplier may not assign all or part of the Purchase Order or subcontract the execution of one or more of the activities under its responsibility, unless previously authorized expressly and in writing by KINNESIS.

Paragraph. The Purchase Order issued by KINNESIS may be freely assigned by KINNESIS to any company that has the status of matrix, affiliate, subordinate or subsidiary of KINNESIS, without requiring prior authorization by the Supplier.

11. AUDIT

The Supplier agrees to keep, preserve and make available to KINNESIS, all vouchers, records, books and correspondence related to the execution of the Purchase Order, during the term of execution of the same and three (3) more years, for the purpose of verifying the accuracy of accounts and transactions related to the same.

12. ETHICS AND CORPORATE RESPONSIBILITY OF THE SUPPLIER

12.1. The contracting parties declare that in the execution of the Purchase Order they will exercise all the necessary controls to comply with the rules and principles of contractual good will, healthy competition and business ethics. Likewise, both parties declare to know and are obliged to comply with the applicable legal regulations against terrorism, money laundering and acts of Corruption, which are an integral part of these General Conditions of Purchase.

13. CONFIDENTIALITY

13.1. The Parties shall be obliged to keep under reserve, without disclosure to third parties and strictly confidential, thus avoiding that it becomes public knowledge, all the information that is property of the other Party and is supplied to it or becomes known to it for the purpose of the development of the contract. Thus, the Parties may only use it for the execution of the object of this contract, and must protect such confidential information, so that it is not disclosed and known by third parties, guarding it with the diligence and care appropriate to the circumstances; notwithstanding the foregoing, it may disclose it to the competent authorities for the purposes and in the cases expressly provided for by law, when necessary in compliance with legal obligations and duties and provided that there is a court order or competent authority, but in such case, the requested Party shall inform the other Party of the fact, indicating the authority to which the confidential information shall be disclosed, as well as the reasons justifying such action.

13.2. **"Confidential Information"** For purposes of this Agreement, the term Confidential Information shall have the following scope:

A. For the purpose of this Agreement, all information disclosed by either Party to the other Party shall be confidential or privileged, as well as copies thereof, including any notes, data, analyses, concepts, summaries, studies or records prepared for or for the benefit of the Parties, or which contain or otherwise reflect such information, and which has been provided by either Party to the other Party or its Representatives in written or oral form, by electronic or digital means, or by virtue of the review of books, records and documents.

- B. That has not been disclosed to the public by any means, prior to delivery.
 - C. That which is disclosed, directly or indirectly, by any of the Parties to each other in written or verbal form during the development of the Project.
- 13.3. The obligation of confidentiality of the Parties shall be in force until such time as by means other than its own activity, that of its employees and/or advisors and, in general, of persons under its control, it becomes public knowledge, until such time as the Party owning the information decides to disseminate it. In any case, the obligation of confidentiality shall be maintained as long as there is any type of contractual relationship between the parties or for a maximum term of up to five (5) years from the signing of this contract, whichever occurs last. Notwithstanding the agreed term, the confidentiality term shall not apply with respect to information that is considered a business or trade secret under the terms of the legislation in force, in respect of which the confidentiality obligation shall be maintained indefinitely.
- 13.4. The Parties undertake to extend to its employees and/or the personnel it employs in the execution of the present contract, security agreements and measures to protect the confidential information in its custody.
- 13.5. Upon termination or expiration for any cause of the Agreement or Purchase Order, the Parties shall be obligated to return to the owning Party the integrity of the tangible material containing the confidential information placed in their hands. It is forbidden at all times to any Party to generate copies of the tangible elements in which the information in its possession is contained.

14. PROCESSING OF PERSONAL DATA.

The Parties reciprocally authorize the other to incorporate their data in their respective databases and exercise the treatment according to the Data Treatment Policies that each party has defined, data that will have the purpose of strengthening business relationships, comply with the obligations under the Agreement or the respective Purchase Orders, report on new requirements, enter into agreements with third parties, evaluate the levels of service received, carry out control processes and accounting records of the contracted obligations, comply with fiscal, accounting, tax and procedural rules with government and regulatory entities, exercise control of payments for services received, and perform consultations, audits, simulations and reviews derived from our business relationship. Likewise, the Parties reciprocally authorize the other to consult their data in the restrictive lists binding for Colombia that register antecedents of Money Laundering and Financing of Terrorism.

15. EXPORT CONTROL.

15.1. For all supplies to be shipped, or services to be rendered, to KINNESIS, under this contract, the Supplier shall comply with all applicable export control, customs and foreign trade regulations (hereinafter, the "Foreign Trade Regulations") whether domestic and/or international. It also undertakes to arrange and obtain, at its own expense, all export or import licenses that may be necessary, unless, according to the Foreign Trade Regulations, this procedure must be handled by the Buyer or other party involved.

15.2. The Supplier shall send to KINNESIS immediately, not exceeding a period of 10 days from the date of shipment, all documented information required by the Buyer for compliance with Foreign Trade Regulations in case of import or export.

15.3. In the event of changes or modifications in the country of origin or characteristics of the products or Foreign Trade Regulations, the Supplier shall send the Purchaser updated Export Control and Foreign Trade information in writing as soon as possible, but not later than 10 days from the date of shipment. Supplier shall bear all additional costs and damages to Buyer resulting from errors or misreporting of information with respect to Foreign Trade Regulations.

15.4. KINNESIS shall not be obliged to comply with this contract in case of any impediment derived from national and/or international foreign trade and/or customs regulations or any international embargo or other sanctions.

16. DISPUTE RESOLUTION

In the event of differences, conflicts or disputes related to the interpretation, execution, compliance or termination of the Purchase Order that cannot be settled directly between the parties within a period not exceeding thirty calendar days, these shall be submitted to the decision of the ordinary courts.

17. NONCOMPLIANCE IN ENVIRONMENTAL MANAGEMENT, SAFETY AND HEALTH AT WORK

17.1. The obligations regarding environmental management, safety and health at work shall be assumed exclusively by the contracted Supplier and must, in any case, hold KINNESIS harmless from any claim or demand from third parties.

17.2. In the event of non-compliance with the Environmental Management and Occupational Health and Safety obligations set forth herein, the Supplier shall indemnify all damages caused by its non-compliance and shall hold KINNESIS

harmless for all concepts, including, but not limited to, fines and/or penalties from final customers or third parties for non-compliance with these obligations.

17.3. In cases of early termination or suspension for default of obligations regarding Environmental Management and Occupational Health and Safety, KINNESIS may deduct the damages and the value incurred for the completion of the contracted scope or the execution by a third party of the suspended activities.

17.4. The Supplier is obliged during the execution of the Purchase Order to maintain compliance with the Environmental Management and Occupational Health and Safety requirements declared at the time of its evaluation, in the submission of its Offer or the issuance of the Purchase Order. In case of failure to maintain compliance, KINNESIS may, at its sole discretion, grant a cure time or terminate the Purchase Order, without compensation. For the implementation of such alternatives shall suffice the communication of KINNESIS.

18. INFORMATION SECURITY

18.1. The Supplier shall have its own information security framework including, but not limited to, information security policies, standards and processes, as well as respective governance in line with Good Security Practices to protect the confidentiality, integrity and availability of content.

18.2. The Supplier shall ensure that its personnel know and comply with its policy, standards and processes for information security, including through mandatory regular training, thus ensuring the suitability and competence for the handling of KINNESIS information.

18.3. Supplier shall ensure that any confidential information that is shared between the parties shall be protected in alignment with the strongest levels of protection based on its information security policy and good security practices. It shall also ensure that the content is protected from loss, destruction or alteration and is not accessed by, or disclosed to other unauthorized persons while under its control or that of any of its subcontractors.

18.4. The Supplier shall ensure that the exchange of information is given 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.

18.5. The Supplier shall delete any content of KINNESIS as soon as its storage is no longer necessary in connection with the purpose and performance of this contract, both from information technology systems (computers, databases, etc.) and/or removable media (CDs, DVDs, USB sticks and disks) and/or physical documents destroyed in an appropriate manner by means of paper shredders (pieces of paper).

18.6. The Supplier undertakes to minimize and mitigate risks in IT systems such as viruses, malicious software, among others; by installing licensed software programs that have manufacturer's support permanently updated, antivirus systems, strong passwords, detection and remediation of security vulnerabilities in IT systems and elimination of any measure that jeopardizes the security of information.

18.7. The Supplier shall monitor and document, by appropriate means, its own and its subcontractors' compliance with information security and data protection obligations, exceptions and security

incidents in connection with the subject matter of the contract.

18.8. Supplier shall establish incident management processes and procedures to take all reasonable steps necessary to detect, investigate and remediate any Security Incident, including disaster. The Supplier shall notify KINNESIS immediately, and under no circumstances more than two days, in the event that it discovers or reasonably suspects that a Security Incident has occurred. The Supplier shall provide KINNESIS with information on the details of the Security Incident and any measures that KINNESIS may implement to mitigate the effects that the Security Incident may have on content, infrastructure interfaces, downstream systems and applications (as an interim measure until the root cause is resolved). In case of any Security Incident that may affect KINNESIS, the Supplier shall remedy such incidents immediately. The right of KINNESIS to claim damages shall not be affected. Supplier shall cooperate fully with KINNESIS in the investigation of a security incident and, at its own expense, shall assist and cooperate with KINNESIS in connection with legally required notifications or disclosures to affected persons and/or governmental authorities.

18.9. The Supplier shall store the information and content and perform the contract only from facilities (e.g., data centers, operations centers, factories) that protect its confidentiality, integrity and availability. This includes, but is not limited to, adequate physical access control mechanisms, as well as measures to protect against environmental threats (e.g. water, fire, vandalism).

19. SOFTWARE USE LICENSE

19.1. In the event that the products sold by Supplier incorporate any software, Supplier shall grant to KINNESIS a royalty-free, perpetual, sublicensable license to use such software in connection with the products KINNESIS has purchased and for the purpose of operating and maintaining the same.

19.2. The consent of the Supplier shall not be required to carry out the backup of the software or for filing purposes.

19.3. In the event that the products contain open-source software, KINNESIS 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 Supplier's licensing terms and the open-source software licensing terms, the open-source software licensing terms shall prevail with respect to those parts or portions of the software that are open source.

20. QUALITY ASSURANCE OF GOODS AND/OR SERVICES

20.1. The guarantee of quality of the purchased goods and/or services entrusted by the Purchase Order shall commence from the date of signature of the certificate of receipt to final satisfaction of the scope of the Purchase Order.

20.2. Unless KINNESIS explicitly agrees to agree otherwise with the Supplier, or it is expressly stated in the respective Purchase Order, the Supplier shall guarantee for up to two (2) years the proper functioning of the goods sold and up to one (1) year the good quality of the services provided. In that sense, KINNESIS may claim the seller for any malfunction that occurs during the term of the warranty. The Supplier shall indemnify the damages caused by any

malfunction claimed by KINNESIS that has arisen during the term of the warranty.

20.3. The quality guarantee shall consist of responding for the good condition of the good and / or the proper provision of services and the conformity of the same with the conditions of suitability, quality and safety legally required or those agreed with KINNESIS, or those set by the Final Customer of KINNESIS in those cases where KINNESIS has made known those conditions to such information in accordance with the strict terms of the Purchase Order.

20.4. In addition to any compensation due, the following obligations are incumbent upon the Supplier under the quality guarantee:

- a) Repair of the defects of the good, free of charge, as well as its transportation, if necessary, and the timely supply of spare parts. If the good is not repairable, it will be replaced, or the money will be refunded.
- b) In case of repetition of the failure and according to the nature of the good and the characteristics of the defect, at the option of KINNESIS, will proceed to a new repair, the total or partial refund of the price paid or the partial or total exchange of the good for another of the same kind, similar characteristics or technical specifications, which in no case may be lower than those of the product that gave rise to the warranty.
- c) In cases of provision of services, when there is default shall proceed, at the option of KINNESIS, to the provision of the service under the conditions under which it was contracted, or the return of the price paid.
- d) Provide instructions for the installation, maintenance and use of the products according to their nature.

- e) Have technical assistance for installation, maintenance of products and their use, according to the nature of these, provided it has been expressly agreed in writing with KINNESIS.
- f) To have availability of spare parts, parts, consumables, and skilled labor for a minimum term of the warranty period applicable to the respective Purchase Order.

21. NON-REPRESENTATION

- 21.1. This Agreement in no way confers an employment relationship, representation or commercial agency of any kind from one party to the other. Therefore, the Parties guarantee each other's indemnity against any third-party claims arising out of obligations incurred by the other party.

22. MISCELLANEOUS STIPULATIONS

- 22.1. For all contractual effects between the parties, the contract shall be subject to the law and courts of Colombia.
- 22.2. The information contained in these General Conditions of Purchase, in the Purchase Order and other documents that KINNESIS delivers to the Supplier for the execution of the same, is confidential and property of KINNESIS. No patents, copyrights, trademarks, licenses or other intellectual property rights may be derived from the delivery of the information, or constitute or be assumed to be transferred, without limitation, except for the right to use such information in accordance with the strict terms of the Purchase Order.
- 22.3. KINNESIS delays or omissions in the exercise of any rights provided in its favor shall not be deemed or construed as waivers in the exercise of the rights conferred by the contract or applicable laws.

22.4. The forbearance of one of the parties in tolerating the non-performance of any obligation by the other shall not be considered as acceptance of the tolerated fact or as a precedent for its repetition; nor shall it prevent or limit the right of the complied party to enforce any and all provisions in accordance with the terms of this Agreement.

22.5. If any provision of these General Conditions of Purchase is prohibited, void, ineffective or unenforceable under the laws applicable to the contract, the other provisions of these General Conditions of Purchase shall survive it with their full binding and mandatory effects on the parties, unless the prohibited, void, ineffective or unenforceable provision is essential to the contract, so that the interpretation or performance of the contract in the absence of such provision would not be possible.