

# General Terms & Conditions of Sale and Service

## ANDRITZ Separation



### 1. TERMS APPLICABLE

The general terms and conditions of sale shown below, which have been informed to you as a buyer (the Buyer), prior to the sale, constitute the integrity of the terms and conditions applicable to offers made to the Buyer and to orders confirmed by ANDRITZ CHILE LIMITADA (the Seller or Supplier) for the sale of products, equipment and parts ("Products") or Services. Buyer's terms and conditions that are additional to or different from the ones herein, and which the Seller does not accept separately in writing, shall be rejected and shall have no effect. The Buyer's conditional acceptance shall not be considered as a new proposal or offer, any change to these General Terms and Conditions is deemed to be rejected in its entirety, unless express agreement between the Parties indicating the contrary (the Supplier's execution of the Agreement alone is not understood as an acceptance of the Buyer's general terms and conditions). The term "Agreement", as used herein, includes (a) the Seller's offer, (b) the Buyer's order or purchase order expressly accepted by the Seller, and (c) the Seller's confirmation of the order, together with the accompanying documents, documents expressly incorporated for reference and this general terms and conditions of sale.

The extent and scope of the supply (Products or Services) is fully defined in the Supplier's Offer.

### 2. DELIVERY OR PROVISION OF SERVICES

The date of delivery or provision of services are good faith estimates and do not imply that "the time factor is of paramount or essential importance". If there is a delay in advance or intermediate payments, in the delivery of technical information, drawings and authorizations by the Buyer, there will be a proportional delay in the delivery of the Products or the Provision of the Services. The risk of loss, theft or damage to the Products shall be borne by Buyer from the time of delivery. The transfer of the domain of the products is understood to be carried out with the completion of the full payment of the price. The delivery of the Products shall be carried out in accordance with the conditions agreed between the parties as set out in the Agreement, in accordance with the INCOTERMS 2020 published by the International Chamber of Commerce (ICC).

### 3. WARRANTY

(1) **Product Warranty.** Seller warrants to Buyer that Products sold shall be delivered free of defects in design, workmanship, or material. This warranty for the Products shall begin with the delivery of the Products and shall terminate at the end of 12 months from the first time the Products were put into operation or at the end of 18 months from delivery, whichever occurs first ("Product Warranty Period"). If, during the Warranty Period of the Products, the Buyer discovers a defect in material or workmanship in a Product and notifies Seller in writing within 10 days of such discovery, the Seller may, at his discretion, supply a replacement part to the Buyer or repair the defect under the same conditions as the original delivery, in accordance with INCOTERMS 2020. Repairs or replacement parts provided under this warranty will be warranted against defects in material and workmanship for a period of 12 months from the date of repair or replacement, without additional extensions, in any case, the total warranty period may not exceed 24 months. The Seller shall have no warranty obligations with respect to the Products in the following cases of this section 8(1): (i) if the Products have not been used or maintained in accordance with general industry-approved practices or Seller's specific written instructions; (ii) if the products are used in combination with mixtures, substances or operating conditions other than those for which they were designed; (iii) if the Buyer does not communicate it in writing to Seller within 10 days; (iv) if the Products are repaired by a person external to the Seller, or if they have been intentionally or accidentally damaged; (v) whether it is caused by corrosion, erosion, normal wear or parts which, due to their nature, are exposed to significant wear or are considered to be expendable; or (vi) due to the expenses incurred in the work related to the removal of defective items and the reinstallation after repair or replacement.

(2) **Services Warranty.** The Seller warrants to the Buyer that the Services provided will be free from defects in workmanship and design. If there is a failure and this warranty is not fulfilled within six months (Service Warranty Period) of the date of termination of the Services and the Buyer communicates it to the Seller in writing within 10 days of such discovery, the Seller will re-execute the Service under the same conditions originally agreed upon. The re-executed Services provided under this warranty will be warranted against defects in material and workmanship for a period of 6 months from the date of re-execution, without additional extensions, in any case, the total warranty period may not exceed 12 months. If the Buyer requires assistance or supervision in such works or services, the Seller shall provide such assistance or services promptly, but with reimbursement of costs.

(3) The Seller also warrants to the Buyer that, upon delivery, the Products sold by the Seller shall be free of charges or duties. If such charges or duties exist, the Seller shall promptly release them upon Buyer's notification of their existence.

(4) **THE EXPRESS WARRANTIES SET OUT BY THE SELLER IN THIS SECTION 8 ARE THE ONLY WARRANTIES THAT EXIST. THERE ARE NO ADDITIONAL WARRANTIES, WHETHER LEGAL, ORAL, EXPRESS OR IMPLIED. SPECIFICALLY, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(5) The remedies referred to in paragraphs 8(1) and 8(2) are the only remedies for failure to comply with the warranty stated herein.

(6) For a Product or part not manufactured by the Seller, the Seller shall transfer to the Buyer only the warranties made to the Buyer by the manufacturer of such product or part which are transferable.

### 4. PAYMENT TERMS

Payments must be made at the address of the Supplier without any deduction for discounts, expenses, fees, taxes, duties, rights and similar.

In the event of late payments or in the approval of payment statements, the Supplier shall be entitled to suspend the work, extend the deadline and charge the additional costs involved (including overhead and utilities) arising from such suspension. Furthermore, interest for delays will be charged. If the delay is of more than three months, the Supplier shall have the right to terminate the Contract and to obtain a refund of the expenses incurred and of the works carried out up to the date of the Termination, except for compensation for subsequent damages.

### 5. LIMITATION OF LIABILITY

(1) In no event, whether based on contractual, non-contractual (including negligence cases), objective, strict liability or otherwise, the Seller, its management, Directors, employees, subcontractors, suppliers or associated companies shall be liable (a) for loss of current or expected profits, loss of profits, revenue or business opportunities, loss of production, loss of use, loss of goodwill, loss resulting from the interruption of business activity, loss of estimated savings or wasted overhead, loss due to the need of stopping the facilities or the inability to operate them at full capacity, or the costs of obtaining other means to perform the functions of the Products, loss of contracts, customer complaints, costs of money, loss of use of capital, extended capital or financing in any case, whether foreseeable or not, nor for fines, penalties or damages (whether or not predetermined) that are payable under an agreement other than this present Agreement or (b) with respect to any indirect, special, incidental, punitive, exemplary, aggravated, nominal or consequential damages of any nature.

(2) The total responsibility of the Seller, its directors, employees, subcontractors, suppliers or associated companies for claims of any kind due to loss, damage, penalties, indemnification or resulting cost and warranties arising from, or in connection with, the Products, Services or this Agreement, or for their performance or non-compliance, along with the cost of exercising the obligation of performance tests, if applicable, in no event shall exceed 10% of the price of the Agreement.

(3) The limitations and exclusions of liability set forth in this Section shall prevail over any other provision of this Agreement and shall apply whether the claim for liability is based on contracts, warranties, legal damages (including negligence cases), strict liability, indemnity, compensation, or otherwise. The remedies set forth in this Agreement are the Buyer's sole remedies.



(4) All responsibility of the Seller, its directors, employees, subcontractors, suppliers or associated companies resulting from or in connection with the Products, Services or this Agreement, or by its performance or breach, shall expire no later than 6 months after the expiration of the warranty period.

(5) In no event shall the Seller be liable for any loss or damage arising out of his inability to discover or repair defects that are latent or inherent to the design provided by the Buyer (unless such discovery or repair may normally be discovered by evidence expressly specified in the scope of work of this Agreement) or caused by Buyer's use of the goods in the face of the Seller's warning. If the Seller provides advice or assistance to the Buyer regarding products or systems of a nature not binding under the Agreement, such advice or assistance shall not make, in any way, the Seller liable based on contracts, indemnities, warranties, non-contractual liability (including negligence cases), objective liability, strict or other.

## **6. MODIFICATIONS, DELETIONS AND ADDITIONAL WORK**

(1) The Seller shall not make any modifications to the Products and Services unless Buyer and Seller have agreed to change the order in writing for a particular modification. Such order modification shall include the adjustment to the price of the Agreement and the delivery and/or execution deadlines. If the modification prevents the Seller from fulfilling any of his obligations to the Buyer, the modification to the order will include the corresponding changes in relation to the Agreement. If, after the date of the offer or confirmation of the order, a modification to the Products is required, due to the adoption or revision of government requirements, the modification shall be subject to this section 11.

(2) The Seller shall be entitled to a term extension and/or compensation of costs in such cases as inherent risks in the Buyer's facilities, unforeseen conditions, Buyer's non-compliance, legislative and regulatory changes, changes in Buyer's facilities, force majeure or any other reason not attributable to the Seller.

(3) The crisis in Russia/Ukraine and the worldwide economic situation have increased and is expected to continue to increase pressure on global supply chains, resulting in various impacts/restrictions, including, but not limited to, shortages of raw materials, extended delivery times, unavailability/restriction of transportation, shipping by land, sea and air, lack of loading or unloading docks, lack of manufacturing facilities, lack or restriction of labor availability, etc., as well as unpredictable price increases. The Supplier cannot receive fixed prices and/or delivery terms from its sub-suppliers, as future developments in Russia/Ukraine, the resulting global impact and the worldwide economic situation are still unpredictable. Therefore, the price and delivery terms contained in this proposal are indicative only, and the Supplier reserves the right to adapt the price and/or delivery terms, if applicable, to reflect the impact of new developments after the date of this proposal. Nothing in this proposal may be construed as a waiver of such right.

(4) Changes in laws, regulations, technical standards, taxes, customs and duties entitle Andritz to receive additional compensation and an extension of time.

## **7. TAXES**

The Seller's prices do not include taxes on sales, use, consumption or any other taxes. In addition to the price specified herein, the amount of taxes on sales, use, consumption or other taxes, current or future, on the Products or Services, will be invoiced and paid by the Buyer, unless the Seller is provided with an acceptable tax exemption certificate from the appropriate tax authorities.

## **8. PROPERTY RESERVATION**

The domain or ownership of the Products and Services is conferred to the Buyer after all payments specified herein have been made. The Buyer agrees that the Seller shall take all actions reasonably necessary to improve and maintain the Seller's ownership and protect its interests in the Products.

## **9. COMPENSATION**

Neither the Buyer nor any of its related companies shall be entitled to claim compensation to the Seller or its associated companies for amounts owed under this Agreement or otherwise.

## **10. DATA COLLECTION – SOFTWARE (IF APPLICABLE)**

(1) The Buyer is aware that parts of the Products generate and/or process data (the Machine Data) that the Seller may use to optimize the performance of the Products and for their constant improvement (the Object). Machine Data related to the Products will be treated confidentially by the Buyer. The Seller shall be the only one to have access to the Machine Data. Such access shall be free of charge and without previous notification, either through direct duplication of the control systems installed in situ, through direct access via a computer network or through any other means agreed by the parties. The Seller may only use the Machine Data to comply with the Object. The Seller agrees to keep all Machine Data confidential and will refrain from publishing and disclosing it to third parties in a manner that will personally identify the Buyer or its customers. The Buyer shall comply with the prerequisites communicated in writing by the Seller in order to ensure the operation of the above tools. Uninterrupted collection of and access to such protected Machine Data is an important prerequisite for the Seller's correct performance of its warranty obligations and for the Seller's ability to provide remote support for the Products.

If the Seller develops new methods, tools, improvements, etc., whose origin comes out from the Machine Data, the Seller shall hold all applicable intellectual and industrial property rights, including without limitation, patents, trademarks, copyrights and any other intellectual and industrial property rights.

(2) The following software terms and conditions apply to all software provided by the Seller, either as a separate package or integrated into Products provided by the Seller.

(A) The Seller hereby grants the Buyer a non-exclusive, non-transferable, fully paid license to use any computer software under this Agreement in the form of machine-readable object code and any modifications made by the Seller (hereinafter, the "Software"), only in connection with the configuration of the Products and the operating system for which the Software is requested and for the end-user purpose specified in the associated Seller's operational documentation. The Buyer agrees that neither he nor any third party will modify, reverse engineer, decompile, translate, transfer from object code to source code, or reproduce the Software without the Seller's prior written consent. Unless the parties agree otherwise and to the extent agreed, the Buyer's license to use the copy of the Software will terminate upon Buyer's failure to comply with this license or Agreement, including, but not limited to, non-payment or confidentiality obligations.

(b) The Buyer cannot transfer this software license nor the warranty to any third party without the Seller's prior written consent (signed by an authorized representative of the Seller).

(c) The Seller guarantees, on the date of submission of the Software, only to the Buyer, or the Buyer's beneficiary, authorized by the Seller, the following: (1) The Software support is free from defects in materials; (2) the Seller is entitled to license the Software described herein; and (3) the Software operates, in substance, in accordance with the associated operating documentation of the Seller. The Seller disclaims any warranty that the operation of the Software is uninterrupted or fault-free and that the programs selected by the Buyer are compatible with the Software. The software of another producer shall be subject only to the warranty conditions of the producer in question. Any warranty for malfunction of the Software caused by computer viruses is excluded.

(D) If within six (6) months of the date of initial installation of the Software (but not exceeding one year from the date the Seller sent the software to the Buyer), the Buyer discovers that the Software is not as guaranteed above and promptly notifies the Seller of the nonconformity, in writing, within this time limit, the Seller may, at its option, supply a new software or modify the existing software. (E) If any claim is made for breach and disclosure of trade secrets against the Buyer based on the Buyer's use of the Software as specified or approved by the Seller, the Seller may: (i) defend against any claim or action taken by a third party against the Buyer to the extent that the claim or action is based on a claim that the Software, or the specified or approved use of the Software, violates a copyright, or is in breach of a trade secret agreement in which the Seller participated, provided that the Buyer is promptly notified in writing and granted the power, information and assistance for the defense and resolution of such claim or action (including the sole power to choose attorney and withdraw the Software or stop the use that causes the claim); (ii) the Seller will honor the final judgment or resolution (upon any remedy) for damages suffered by the Buyer in such claim; and (iii) if the resolution prohibits the use of the Software by the Buyer, the Seller may at his discretion: (A) obtain for the Buyer the



right to continue using such Software; (b) eliminate any breach by replacing or modifying the Software; or (c) recover the Software and reimburse the Buyer for all payments received for purchase price; in which case neither Seller nor Buyer shall maintain reciprocal claims under this Agreement nor arising from the content of this Agreement. However, Seller's obligations with respect to claims for breach or trade secret shall not apply to the extent that the final adverse claim or judgment is based on: (1) the Buyer's execution of the Software after being notified to no longer use the Software due to such claim; (2) the combination of the Software with a software, product, data or process other than the Seller's; (3) damages attributable to the value of use of a software, product, data or process other than Seller's; (4) alteration of the Software by the Buyer; (5) the distribution of the Software by the Buyer to third parties or the use of it for the benefit of third parties; or (6) the acquisition of a trade secret by the Buyer (a) through inappropriate means; (b) in circumstances that result in the duty to maintain the secret or limit its use; or (c) of a person (other than the Seller) who has an obligation to the party that directs the claim to maintain secrecy or limit the use of trade secret. The Buyer shall reimburse the Seller for any costs or damages resulting from actions 1 to 6. If Seller receives information about a claim for non-compliance related with the Software, the Seller may take any of the following actions, at its own expense and without obligation to do so: (i) to provide the right to continue using the Software, (ii) to replace the Software with a functional equivalent, and (iii) to modify the Software to make it legitimate (including disabling the feature in question and, in cases (ii) and (iii), the Buyer shall immediately cease using the Software in question).

(f) This warranty shall apply for the period specified in the preceding paragraph (d), provided that: (1) the Software is not modified, changed or altered by a person other than the Seller or its suppliers, unless authorized by the Seller in writing; (2) the Software is installed in goods supplied or authorized by the Seller and that there are no changes made by a person other than the Seller in the goods for which the Software is ordered; (3) the goods are in good working conditions and are installed in a suitable operating environment; (4) the non-conformity is not caused by the Buyer or by any of its agents, workers, employees or contractors, or by third parties; (5) the Buyer notifies the Seller of the non-conformity upon its discovery without delay, in writing, within the time limit set forth in paragraph (d) above; and (6) all fees for the Software due to the Seller have been paid. The Seller does not assume any warranty in the event of denied or insufficient control of the programs, software, hardware and data due to a computer virus of the Buyer or unusual influences, nor in the case of the Buyer or a third party, not authorized by the Seller, making any modifications to the Services provided. THE SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, INCLUDING, AMONG OTHERS, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING IN THE COURSE OF THE NEGOTIATION OR BUSINESS PRACTICES.

(g) The Buyer and its successors are limited to the remedies specified in this section 15 and shall have no further remedies for nonconformities in the Software. The Buyer agrees that these remedies offer the Buyer and its successors a minimum appropriate remedy and that these are the only and sole remedies, whether based on contracts, warranties, legal damages (including negligence cases), strict liability, indemnification or any other legal theory; arising whether from warranties, representations, instructions, operational documentation, facilities or non-conformities of any kind.

(H) Unless otherwise stated in this Agreement, license fees for this Software are included in the purchase price of the Products. Any subsequent modifications or improvements to the Software made by the Seller are, at the Seller's sole discretion, subject to a fee

## 11. RISKS AT BUYER'S PREMISES

(1) Hidden conditions. The parties acknowledge and agree that increases in costs or extensions in the calendar, due to conditions hidden in the workplace, or due to other events or circumstances arising from the Buyer's sphere of influence, or not attributable to the Seller, including strikes by personnel other than our employees, shall be at the expense of the Buyer. The Buyer shall exempt the Seller from cost increases and shall grant necessary time extensions if dangerous or hidden conditions are found.

(2) If applicable, in no case shall the Seller be liable for the conditions of the subsoil and foundations of the place where the Product is to be installed, therefore, any expenses arising from such causes shall be the sole responsibility of the Buyer.

(3) In the case of projects with installation on the Buyer's site and, if applicable, the Seller shall only be liable for environmental damage caused by the hazardous materials that the Seller enters the site, with the limitations of liability set forth in this contract.

(4) If as a result of Strikes and/or disturbances of Buyer's workers, Supplier or its Subcontractors should incur extra costs in excess of 5% of the Contract Value, Buyer shall reimburse such additional costs.

## 12. NON-COMPLIANCE, SUSPENSION AND TERMINATION

In general, either party may terminate its obligations under the Agreement in the event of a substantial contractual breach by the other party that has not been remedied within 30 days of notification. In the event of the Buyer's bankruptcy, liquidation, reorganization, renegotiation or insolvency, or in the event of bankruptcy, liquidation, reorganization, renegotiation or insolvency proceeding by or against the Buyer, the Seller shall have the right to complete pending orders at any time during the period allowed for the submission of claims against the mass and shall be reimbursed for the cancellation fees.

In case of suspension of the order or contract by the Buyer, or if the suspension is due to causes not attributable to the Supplier, the Buyer shall pay to the Seller the price agreed for such order plus all expenses and general costs resulting from such suspension. In addition to the above, in case of suspension, the Supplier shall be entitled to an extension of time for the delays resulting from the suspension.

In the event of suspension and/or stoppage of work for causes not attributable to the Supplier lasting for more than 6 cumulative months, the Supplier may terminate the Contract or Purchase Order with the right to payment of costs and expenses incurred up to the date of termination, costs incurred as a result of the termination and the value of the work performed up to the date of termination of the Contract.

If the Purchaser terminates the Contract for causes not attributable to the Supplier, the Purchaser shall pay to the Supplier the costs, overhead and profit incurred up to the date of termination, the costs incurred as a result of the termination and the value of all services rendered or supplies delivered. The Purchaser may neither entrust the performance of the services to a third party nor terminate them itself. In the event that the Purchaser is in default with any of its obligations arising out of or in connection with the final contract, the Supplier shall be entitled to suspend its work, extend deadlines and charge additional costs (including overheads and utilities) arising out of such suspension.

In the event of suspension of the order or contract by Purchaser or if the suspension is for reasons not attributable to Supplier, Purchaser shall pay Supplier the agreed price for such order plus all costs incurred by Supplier arising from such suspension.

In the event of suspension and/or stoppage of work for causes not attributable to the supplier lasting for more than 6 cumulative months, the supplier may terminate the contract or purchase order with the right to payment of the costs and expenses incurred up to the date of termination, the costs incurred as a result of the termination and the value of the work performed up to the date of termination of the Contract.

## 13. CONFIDENTIALITY AND INTELLECTUAL/INDUSTRIAL PROPERTY

(1) The Buyer agrees that the information shared by the Seller with the Buyer, either orally or in writing, in connection with the offer, order confirmation, or compliance with this Agreement, includes confidential and proprietary information of the Seller, both technical and commercial in nature. The Buyer agrees not to disclose such information to third parties without the Seller's prior written consent. This obligation extends to all information provided by Andritz during the commercial negotiation. Furthermore, the Purchaser agrees not to allow third parties to manufacture the offered equipment or any part thereof from the Supplier's design and to use such design only for the proposal in question.

(2) Intellectual property rights, including reproduction rights and any other related rights, with respect to the conception, design, manufacture and supply of Products and Services, plans, know-how, specifications, documents and data made available to the Buyer by the Seller shall be the exclusive property of the Seller and may be claimed by the Seller at any time. ANDRITZ reserves all industrial property rights to the technical documentation and to all other documents delivered to the Purchaser, whether relating to technology existing prior to the conclusion of the Agreement or to technology developed thereafter. Furthermore, ANDRITZ retains the right to the intellectual property used in the design, manufacture and/or supply of its equipment and/or goods. The Buyer may not disclose such information to third parties, in whole or in part, nor use it, nor reverse



engineer it, nor create, reproduce or use images relating to the products supplied by ANDRITZ, without ANDRITZ's prior written consent. The delivery of a document or drawing to the Buyer does not in any way constitute an assignment of ANDRITZ's intellectual and/or industrial property to the Buyer. ANDRITZ shall therefore grant the Purchaser a non-exclusive, non-assignable, non-sublicensable, royalty-free license, limited to the country in which the goods are exploited, to use the intellectual/industrial property rights included in the supply, solely for the use and normal maintenance of the supply.

In the event of early termination of the Contract or Purchase Order for reasons not attributable to ANDRITZ, this license shall terminate on the date of early termination of the Contract or Purchase Order. If the Buyer is prevented from using the Supply due to actions/orders related to the alleged infringement of intellectual property rights by ANDRITZ, ANDRITZ shall have full autonomy in resolving the dispute and may decide to settle the dispute out of court. The Buyer shall not take any action that may be detrimental to ANDRITZ's interests.

The Buyer shall indemnify and hold ANDRITZ harmless from any liability for claims relating to industrial/intellectual property rights concerning materials/documents supplied by the Customer. Therefore, it does not cover any equipment or process supplied by the Buyer or a third party.

In addition, the Buyer agrees that it is not authorized to allow third parties to manufacture the Products, or parts thereof, based on the Seller's drawings or to use the drawings for purposes not covered by this Agreement. The Buyer will defend and exempt the Seller from any claim, suit or liability for personal injury (including death) or property damage related to the Product, or any part thereof, manufactured by a third party without the prior written consent of the Seller; as well as costs, fees and expenses (including fees).

#### 14. FORCE MAJEURE

(1) Definition of Force Majeure. For the purposes of this Agreement, "Force Majeure" shall mean all events, outside the reasonable control of both parties, whether foreseeable or not, affecting the implementation of this Agreement including, but not limited to, strikes, pandemics, epidemics, acts of authority, lockouts, or other industrial disturbances, acts of public enemy, wars, riots, earthquakes, fires, storms, extreme weather conditions, floods, inability to obtain labor or material from normal sources, and serious accidents affecting the work of suppliers.

(2) Suspension of obligations. If the Buyer or Seller is unable to perform his obligations under this Agreement for Force Majeure reasons, except for payment obligations, and the affected party promptly notifies the other party of such delay, all obligations affected by the Force Majeure shall be suspended or reduced during the Force Majeure period and for the additional time required to resume the performance of the obligations, and the delivery schedule shall be adjusted in the light of the delay. The Supplier shall only be obliged to take necessary and commercially feasible measures to reduce, limit or terminate the period of force majeure.

(3) Right of Recession: If the period of suspension or curtailment of operations extends for a period longer than four (4) consecutive months or total periods of suspension or curtailment longer than six (6) months in a twelve (12) month period, then either Buyer or Supplier may terminate the contract with written notice to the other party. In such cases of termination, Buyer shall pay Supplier for services actually rendered, for services in performance and for costs, both for work in progress and those arising from the termination. No delay or non-performance of obligations by either party hereunder due to Force Majeure shall give rise to any claim for damages. Any claims, work performed and costs incurred prior to the Force Majeure event shall remain valid and shall be compensated. Buyer shall also pay Supplier a percentage of the contract price proportionate to the work performed up to the date of termination.

#### 15. COVID

The prices and delivery dates of the Products or performance of the Services indicated by the Seller may be affected by restrictions taken by governments in connection with the COVID-19 pandemic. The unforeseen consequences of COVID-19, including government and other restrictions being applied to mitigate the spread, could affect the timing and prices quoted by the Seller. Therefore, the deadlines and prices should be adjusted once better information is available regarding the impact of COVID-19 on the quotation. The Seller shall keep the Buyer informed, as soon as possible, of any modification that impacts the term or price of the quotation. Therefore, the Seller reserves the right to adjust delivery or performance dates and to adjust quoted prices.

#### 16. GENERAL PROVISIONS

(1) If the Buyer decides, for any reason, not to take possession of the Products based on the Incoterm agreed upon at the agreed delivery date, (a) the risk of loss, damage or impairment shall be transferred to the Buyer, (b) the acceptance shall be deemed as granted, (c) the Seller shall be authorized to bill storage costs by means of documentary justification and (d) the mechanical warranty period shall begin on the delivery date agreed.

If the storage period exceeds thirty (30) days (a) the Seller shall be entitled to invoice the full amount of the Agreement and (b) the Seller shall be indemnified for all proven costs and expenses incurred. If commissioning tests are applicable and required, and the supply is ready for such tests, but such tests are delayed for reasons not attributable to the Seller, the supply is deemed to be accepted on the contractual date provided for such tests. The supply will be accepted even if there are minor defects that do not prevent the use of the supply itself. If the Buyer makes use of the supply under any title, prior to the provisional acceptance, the provisional acceptance shall be deemed to be granted for all contractual and legal purposes on the date of the first use of the supply, with the transfer of the risk to the Buyer.

(2) If the Seller has committed to confirm the order upon delivery on an exact date, the following provisions shall apply:

(i) The Seller's liability for delay in the delivery or performance of the Services may be compromised only when the cause of the delay is solely attributable to Seller and it is limited to the payment of liquid damages of 0.5% of the price of the delayed delivery for each week of overdue delay, with a limit of 10% of the amount of the Agreement price as Buyer's sole and exclusive remedy for such delay. Only penalties for delays shall apply, i.e. penalties for any other reason are excluded. In case of delays attributable to the Client, Andritz shall be entitled to the respective increase of the deadline and reimbursement of costs. No penalties shall apply if Andritz's delays have not delayed the Client's ability to use the goods and/or services provided by Andritz.

(3) Where the Parties have expressly agreed to the application of performance warranties, the following provisions shall apply:

(i) Seller's liability for non-performance is limited to the payment of liquidate damages in accordance with the receipt procedure and the test protocol established by the Seller with defined operating parameters and calculation rules for the application of liquidate damages, which may not exceed the amount corresponding to 5% of the price of the Agreement and shall be considered as the Buyer's sole and exclusive remedy for such lack of performance.

(4) The Seller's total liability for such situations subject to liquidate damages (delay in delivery and lack of performance) shall be limited to 10% of the Contract price.

(5) The Buyer shall notify any claim, whether for restitution or otherwise, within ten (10) days of the date of occurrence of the event that generated the claim. In the absence of notice of the claim within the above-mentioned period, the Buyer shall forfeit his right to remedy, rectification or any other right arising from the Agreement against the Seller in connection with the claim.

(6) Where applicable, the Seller states that all Products or parts thereof manufactured by the Seller shall follow applicable local laws for their manufacture and in accordance with the Seller's engineering standards. The Seller shall not be responsible for the Products not complying with other specifications, rules, laws or regulations.

(7) This Agreement shall be for the benefit of Buyer and Seller and their respective successors and assignees only. The cession of this Agreement or any of its rights or obligations by either party is prohibited without the written consent of the other party.

(8) This Agreement contains the entire and sole agreement between the parties with respect to its content and supersedes all prior oral or written agreements between Buyer and Seller with respect to the Products, Services and prior negotiations and business practices not explicitly included herein.

(9) This Agreement may be modified, supplemented or amended only by written document signed by an authorized representative of the Seller. The waiver of the Seller due to a Buyer's breach of any of the terms of this Agreement shall also be in writing and the Seller's exemptions or Seller's failure to exercise the terms and conditions of this Agreement shall not affect, limit or waive the Seller's right to exercise and enforce strict compliance with all these terms and conditions.



(10) The Supplier shall maintain in force the following insurances: (i) General civil liability; (ii) All Andritz employees have life and personal accident insurance (under Chilean law); (iii) Transportation if applicable; (iv) automobile insurance if applicable. The aforementioned insurances have been contracted with first line insurers. If required, the Supplier may present a certificate proving the validity of the insurances.

Each party shall carry insurance for its employees, property and assets, as well as general liability insurance, and Andritz shall not be entitled to include any of its Clients in its policies as co-insured and/or additional insured.

(11) In no event shall Andritz be liable for seismic, geological conditions of the subsoil and/or foundations of the site where the supply is to be installed. Andritz shall be entitled to reimbursement of additional costs and an extension of time in the event of changes or unforeseen changes in subsoil or site conditions.

(12) This Agreement is governed by the laws of Chile, excluding the Vienna Convention for the International Sale of Products and its rules on conflict of laws.

(13) Any dispute, controversy or claim arising out of or in relation to this Agreement, including validity, invalidity, breach or termination, shall be resolved in the competent ordinary courts of the respective country, provided that both Parties are domiciled in the same country. In other cases, disputes will be settled by arbitration in accordance with the Santiago Chamber of Commerce Arbitration Center Regulations in force on this date. The arbitrator shall be mixed and appointed by mutual agreement of the parties. The arbitrator shall resolve without form of judgment, in the Spanish language, in the briefest manner possible. The parties expressly waive, from now on, all remedies they may attempt against the arbitrator's resolution. If there is no agreement regarding the person of the mixed arbitrator, the appointment shall be made, at the written request of either party, by the Santiago A.G. Chamber of Commerce, for this purpose, the parties confer special irrevocable power on the Chamber of Commerce of Santiago A.G., so that, at the request of either of them, they may designate the joint arbitrator from among the members of the arbitral body of the Arbitration and Mediation Center.