SIEMENS energy

Conditions of purchase – December, 2025

1. **Order and order confirmation**

1.1 Siemens Energy Distribution Transformers S.A.S. (hereinafter be referred to as "Siemens Energy" or the "Client") may cancel the order if the Supplier has not confirmed receipt of this Purchase Order in writing within two weeks from the time of receipt of the Order or Purchase Order.

1.2 Any modification, amendment or addition to the order will form part of the contract only if the Client expresses its acceptance in writing. The general terms and conditions of the Supplier will only be applicable if said terms and conditions do not contradict those of Purchase or if the Client expresses its acceptance in writing. The receipt of deliveries or services, as well as payments, does not constitute acceptance thereof.

1.3 Any conditions included in other documents provided by the Supplier (for example, specifications, technical sheets, technical documentation, advertising materials, shipping documents and / or order confirmation, among others) related to legal terms, responsibility, restriction of use, application restriction and / or suitability restriction, or any other condition that modifies the provisions of these Purchase Conditions will not be applicable.

2. **Rights of use**

2.1 By means of these Purchase Conditions, the Supplier grants the Client the following non-exclusive, transferable, perpetual, and applicable worldwide rights:

2.1.1 Right to use deliveries and services with related documentation, to integrate them into other products and to distribute them.

2.1.2 Right to install, launch, test and operate the software and its related documentation (hereinafter, collectively, the "Software").

2.1.3 Right to sublicense the right of use specified in sub-clause 2.1.2, to subsidiaries (as defined in subsection 15 of the German Companies Act (Aktiengesetz), hereinafter referred to as the "Subsidiaries"), to contracted third parties, distributors and final customers.

2.1.4 Right to allow Subsidiaries and other distributors to sublicense the right of use specified in sub-clause 2.1.2, to final Customers;

2.1.5 Right to use the Software to integrate it with other products, to copy the Software or to allow Affiliates and contracted third parties to use and copy the Software.

2.1.6 Right to distribute, sell, offer for rent, lease, prepare for download or make the Software available to the public, eg. in the context of the provision of application services or in other contexts, and copy the Software to the extent required, provided that the number of licenses used at any time does not exceed the number of licenses purchased;

2.1.7 Right to sublicense the right of use specified in sub-clause 2.1.6, to Subsidiaries, contracted third parties and distributors.

2.2 In addition to the rights granted in sub-clause 2.1, the Client, the Subsidiaries and the distributors are authorized to allow the final clients to transfer the respective licenses.

2.3 All sub-licenses granted by the Client must contain appropriate protection for the Supplier's intellectual property rights in the Software. All sublicenses must contain any contractual provision used by Client to protect its own intellectual property rights.

2.4 The Supplier will inform the Client - at the latest at the time of order confirmation - if the products and services to be delivered contain open source components.

In the context of this provision, "open source components" shall mean any software, hardware or other information that the respective licensor provides royalty-free to any user on the basis of a license with the right to modify and / or distribute (eg GNU General Public License (GPL), GNU Lessee's GPL (LGPL), or MIT License). If the products and services delivered by the Supplier contain open source components, the Supplier will comply with all applicable open source license terms and grant all these rights to the Client; likewise, it will provide all the information that the Client needs in order to comply with the applicable license terms. In particular, the Supplier must deliver the following to the Client immediately after the order is confirmed:

- An annex of all the open source components used, indicating the respective license, its version and including a copy of the full text of said license, as well as a reference to copyright and / or authorship. This annex must have an understandable structure and a table of contents.
- The full source code of the relevant open source software, including scripts and information about its generator environment to the extent that open source conditions require it.

2.5 The Supplier, at the latest at the time of order confirmation, will notify the Client in writing if the open source licenses used by the Supplier could be subject to a Copyleft Effect that could affect the Client's products. In the context of this provision, the "Copyleft Effect" means that the provisions of the open source license require that some of the Supplier's products, as well as any derivative products of said products, may only be redistributed in accordance with the terms of the open source license, for example only if the source code is revealed. In the event that any open source license used by the Supplier is subject to a "Copyleft Effect", as defined above, the Client has the right to cancel the order within a period of two weeks from receipt of this information.

3. Validity Period and penalty for non-compliance

3.1 For the purposes of establishing the timeliness of delivery, the relevant point in time is the date of receipt at the place of destination / delivery in accordance with the Incoterms ®2020 designated by the Client, and for deliveries that involve installation services, start-up and rectification, the relevant point in time will be the date of acceptance by the Client.

3.2 If any delay in delivery or execution or rectification is foreseen, the Client shall be notified immediately, and a decision will be sought.

3.3 If —in the event of non-compliance, or if a delay occurs— and the Supplier is unable to demonstrate that it is not responsible for the delay, the Client may charge a penalty that will equal to an amount of 1% (one percent) of the Purchase Order value for each business day started that is affected by the delay, but whose total amount may not exceed 10% (ten percent) of the total value of the contract. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty can still be claimed if the reservation of rights is made no later than the final payment date.

3.3.1 The payment of the penalties agreed upon herein, does not mean that the obligations arising from the purchase order have been extinguished. The Client, in addition, may also claim the additional damages generated by the breach in order to obtain full compensation for the damages caused.

3.3.2 The value of the penalties may be taken directly by the Client from any amount owed to the Supplier, if any, or from the guarantees provided, and if this is not possible, they will be collected by an executive litigation process, for which the letter that notifies the penalty and the corresponding purchase orders are enforceable title document.

3.3.3 The Supplier expressly waives from now on the formalities of the requirement to be declared in default, for breach of the obligations that it contracts with the acceptance of the purchase order and the documents that comprise it. Therefore, from now on, it expressly accepts the simple written communication addressed to it in this regard by the Client.

3.3.4 Prior to the imposition of penalties, the following procedure will be followed:

1.- The Client will inform the Supplier about the origin of a penalty accompanying said communication with the supporting documents on which the claim has been established, as well as its amount; starting from the basis that any fine or pecuniary penalty must emanate from the effective contractual responsibility of the Supplier, determined by the Client in accordance with section 3 below.

2.- The Supplier may, within the next five (5) business days, clarify or dispute the origin or amount of the penalty, accompanying for this purpose the documents that support its position.

3.- The Client will decide, after considering the response given by the Supplier on the origin of the penalty, bearing in mind that in any case such penalty must result from the confirmation of the effective existence of contractual liability on the part of the Supplier.

3.3.5 In the event that the SUPPLIER does not remedy the breach, in addition to the application of penalties, the Client may execute the pending activities directly or through third parties charged to any amount owed, present or future, to the Supplier. If this provision is applied, the Client may deduct the amounts incurred, plus an administration fee of 10% of the amounts paid, from the following invoices in this or other Purchase Orders. In the event that there are not sufficient sums in the balances, this Order together with the payment supports will constitute an enforceable title for the claim of said amounts.

3.4 The Client will not be liable to the provider for indirect, consequential damages or loss of profit.

3.5 The provisions herein do not affect additional rights or other legal rights.

4. Transfer of risk, Office and Place of execution, Transfer of ownership

4.1 For deliveries that involve installation, commissioning or services, the transfer of risk occurs after acceptance and for deliveries that do not involve installation or commissioning, the transfer of risk will be upon receipt by the Client in the place of destination / delivery designated in accordance with the Incoterms

® 2020. Unless otherwise agreed, Incoterms ® 2020 DDP (designated place of destination) will apply if (a) the Supplier's headquarters and designated place of destination are within the same country or if (b) the Supplier's headquarters and designated place of destination are both in the European Union. If neither (a) nor (b) are met, Incoterms ® 2020 DAP (designated duty station) will apply, unless otherwise agreed.
4.2 Unless otherwise agreed, the costs of proper packaging will be borne by the Supplier. In the event that the transport costs are assumed by the Client, the notice of availability for dispatch will be sent, together with the information provided in sub-clause 4.3. At the Client's request, the Supplier must use an order routing tool from Siemens Energy. Transportation will be coordinated by the Supplier at the lowest possible cost, insofar as the Client has not requested a specific delivery method or the entering into of a transportation contract by the Client. Any additional cost arising from non-compliance with transportation requirements, including costs arising from non-application of the Siemens Energy order routing tool, shall be borne by the Supplier. In the event that Incoterms ® 2020 DAP / DDP (designated place of destination) are agreed, the Client may also determine the method of transportation. Any additional cost arising from the need to meet the delivery date through improved delivery will be assumed by the Supplier.
4.3 Each delivery will include a packing slip or delivery note with details of the content, as well as the full order number.
4.4 Insofar as the Client and the Supplier agree that the Supplier orders the carriage of deliveries containing dangerous goods on behalf of the Client, the Supplier is responsible for transferring the legally required data on necessary goods to the transporter designated by the Client when placing the transport order. In these cases, the Supplier is also responsible for packaging, marking, labeling, etc. in compliance with the respective regulation of the forms of transport used.
4.5 If the Client informs the Supplier that after the initial transport, another transporter with a different form of transport is to be scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods in relation to the transport in progress.
4.6 The transfer of ownership will occur after the delivery of the equipment or acceptance of the services by the Client, as the case may be.

5. Payments and invoices
5.1 Unless otherwise agreed or the law indicates something different, payments must be made no later than 90 (ninety) days after the invoice is presented. according to the payment dates established in each country. The payment period will start as soon as the invoice issued and sent correctly is received, according to the procedures established by Siemens Energy: Send the electronic invoice to the mailbox facturacion.transformadores@siemens-energy.com and confirm receipt with the mail atencionaproveedores.se.gbs@siemens.com; in case you have an exception to invoice on paper, send the original invoice and 2 copies to autopista Medellín Km 8.5 – Costado Sur Tenjo – Colombia that will be returned with the stamp of filed, additionally, they must bring a copy of purchase order. In all cases the invoice must comply with the requirements of Article 617 of the Tax Statute and the rules that regulate the matter. Except for the case of small and medium-sized companies, in which case the term will start from the provision of the service or delivery of the order, in which case they must present an invoice within a maximum period of 5 days after the service has been provided or the goods have been delivered. The breach of this obligation shall be understood as suspending the term for payment in the terms established by law.
5.2 The order number as well as the number of each individual item will be detailed on the invoices. If said details are omitted, the invoices will not be payable. Copies of invoices will be marked as duplicates.
5.3 Insofar as the Supplier has to provide important evidence, test records or quality control documents or any other documentation, these will form part of the integrity of delivery or execution requirements. A discount will also be allowed if the Client compensates or withholds any payment to some reasonable extent on account of any deficiencies.
5.4 Payment does not constitute an acknowledgment of the corresponding delivery or that the services were provided under the contract.
5.5 All direct or indirect expenses and taxes of the national, departmental, or municipal order that are caused by reason of the execution and fulfillment of the purchase order, will be for the exclusive account of the Supplier (except those that by legal provision correspond to the Client) and will not cause any refund by the Client. Likewise, the Supplier will respond to any new provision and / or any modification that occurs within the tax legal regime.

6. Inspection after receipt
6.1 The Client, immediately upon receipt at the designated destination, will examine whether the delivery corresponds to the quantity of the type of products ordered and whether there is any obvious transport damage that can be recognized or other apparent deficiencies.
6.2 If the Client detects any deficiency in the course of these inspections or at any later stage, it will communicate said deficiency to the Supplier.
6.3 Services or goods can be rejected within the period of one month of delivery of a product or execution, and to the extent that deficiencies are not detected until commissioning, processing or first use, within one month of being detected.
6.4 In this sense, the Client will have no more duties towards the Supplier than the inspection and notification duties mentioned above.

7. Warranty
7.1 If deficiencies are identified before or during the transfer of risk or during the warranty period stipulated in sub-clauses 7.8 or 7.9, the Supplier must, at its own expense and at the discretion of the Client, repair the deficiency or provide the services again or replace the deliveries (i.e. rectify). This provision also applies to deliveries subject to inspection by sampling tests. The Client's judgment will be exercised appropriately and reasonably.
7.2 If the Supplier fails to rectify (that is, repair or replace) any deficiency within a reasonable period of time established by the Client, the Client will have the following rights:
7.2.1 Right to cancel the contract in whole or in part without being subject to any liability for damages.
7.2.2 Right to demand a price reduction.
7.2.3 Right to carry out any repairs at the Supplier's expense or to re-render services or to make replacement deliveries or to have them done. In case of incurring such costs, the Client may deduct the amounts incurred from the following invoices or other Purchase Orders, plus a charge of 10% of this value for administration purposes. In the event that there are not sufficient balances, this Order together with the payment supports will constitute an enforceable title for the claim of said values.
7.2.4 Right to claim damages in lieu of the provision.
For the purposes of establishing the rectification deadlines, the relevant point in time is the date of receipt at the destination.
7.3 The rights stipulated in sub-clause 7.2 may be exercised without additional time limits if the Client has a strong vested interest in immediate rectification in order to avoid any own liability for the delay or other pressing reasons and it is unreasonable for the Client to request the Supplier to rectify said deficiency within a reasonable period of time. The legal provisions on the need to set a deadline are not affected.
7.4 Unless the parties agree to a different term, the aforementioned rights will expire after one year from the date of notification of the deficiency, but in no case before the expiration of the warranty periods established in this sub-clause.
7.5 Other additional or other legal rights are not affected.
7.6 If the Supplier provides a subsequent execution or repairs, the warranty periods established in sub-clauses 7.8 and 7.9 begin again.
7.7 Notwithstanding the transfer of risk in connection with the delivery, the Supplier shall bear the costs and risks related to the rectification (e.g. return costs, transport costs, disassembly, and reinstallation costs).
7.8 Unless expressly agreed otherwise, the warranty period for material deficiencies is three years, to the extent that no legal provision grants longer periods.
7.9 The guarantee period for deficiencies in the title is five years, insofar as no legal provision grants longer periods.
7.10 For deliveries that do not involve the execution of installation or commissioning tests, the warranty period begins to operate upon receipt at the destination designated by the Client. For deliveries involving installation, commissioning or services, the warranty period begins to operate with the Client's acceptance. After delivery to places where the Client is carrying out operations outside its facilities, the warranty period begins with the acceptance of the end Client, in no case after one year from the transfer of risk.

8. Duty to verify and inform the Supplier
8.1 The Supplier has the obligation to examine components such as, e.g. raw material, provided by the Client or by the suppliers, manufacturers or other third parties of the Supplier at the time of receipt of such components in relation to whether the components show any apparent or hidden defect. In the event that defects are detected in the course of such inspections, the Supplier will immediately notify its suppliers or - in the event that the components are provided by the Client - will contact the Client. It is essential that the products are delivered free of third-party rights. Therefore, the Supplier has the duty to verify the title and inform the Client of any possible industrial and intellectual property rights in conflict. Failure to do so is subject to the regular statutory limitation period.

9. Quality management, third party outsourcing
9.1 The Supplier shall maintain a Quality Management System (e.g. in accordance with DIN EN ISO 9001).
9.2 The subcontracting of third parties will not be carried out without the prior written consent of the Client and empowers the Client to terminate the contract

in whole or in part and demand damages.
9.3 If the Client approves the subcontracting, it will not release the Supplier from the fulfillment of the obligations acquired. Said responsibility will be jointly and severally between the Supplier and its subcontractor.

10. Provision of material. Information
10.1 Material and information provided by the Client remain the property of the Client and must be stored, labeled as the property of the Client and managed separately at no cost to the Client. Its use is only limited to the instructions of the Client. The Supplier will provide the replacements in the case of reduction of value or loss, for which the Supplier is responsible, even in the case of slight fault. This also applies to the transfer of assigned material.
10.2 Any processing or transformation of the material and information will be carried out for the Client. Immediately, the Client will be the owner of the new and transformed product. If this is not possible for legal reasons, the Client and the Supplier hereby agree that the Client will own the new product at all times during processing or transformation. The Supplier will keep the new product safe for the Client, at no additional cost, and in doing so will exercise the duty of care of a merchant.

11. Tools, standards, samples. Confidentiality
11.1 Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, print layouts and materials provided by the Client or made for the Client, as well as any materials derived therefrom, shall not be made available to third parties or used for purposes other than those contractually agreed, except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any additional rights, the Client may demand that such materials be returned if the Supplier fails to perform these duties.
11.2 The Supplier shall treat as confidential (without restriction) knowledge and findings, documents, terms of reference, business processes or other information it receives from or about the Client in the context of the performance of deliveries and services, as well as the conclusion of the contract and any results, vis-à-vis third parties - and shall keep them confidential without restriction and beyond the term of the contract - provided that and to the extent that such information is not publicly available through legal means or the Client has not allowed its transfer in writing in the specific case. The Supplier shall make Unrestricted information available only to those employees who need the information for the performance

of their duties and shall ensure that said employees are also subject to a duty to treat such information in an Unrestricted manner. The Supplier shall use this information solely for the purpose of performing deliveries and services. To the extent that Client agrees to subcontract to third parties, said third parties shall agree to the above terms in writing.

12. Assignment and Subcontracting

12.1 Claims may not be assigned without the prior approval of the Client.
12.2 The Supplier may not assign the Purchase Order in whole or in part or subcontract the execution of one or more of the activities under its charge, unless the Client expressly authorizes it, in writing.

13. Right to early termination and cancelation

13.1 In addition to the rights stipulated according to law to terminate a contract, the Client may terminate the contract in whole or in part in the event that: (a) the Supplier commits a delay in its delivery or service and said delay persists for more than two weeks after receipt of said reminder or in the case or period indicated in the communication that requires compliance (b) when, due to causes attributable to the Supplier, the Client cannot be expected to maintain their contractual relationship considering the circumstances of the case. and the interests of both parties. In particular, this could be applicable in the event of a real or potential deterioration of the Supplier's financial situation that consequently threatens the due fulfillment of the Supplier's obligations under the contract or that the manner of performance affects the trust placed in the Supplier. (c) Under any circumstance giving a prior notice of 30 calendar days, without the payment of any compensation whatsoever. In any case, SIEMENS ENERGY will pay the SUPPLIER the value of the goods delivered and / or services provided to satisfaction, up to the date on which the termination is effective. (d) When there are obstacles derived from national or international prescriptions of foreign trade law, embargoes (and / or other sanctions) that prevent compliance by the SUPPLIER, such as when the SUPPLIER is reported in the list of Sanctioned Parties Screening (the “Clinton List”) or other lists of a similar nature. (e) In the event that SIEMENS ENERGY detects any breach, anomaly, or irregularity in the execution of the contract
13.2 Likewise, the Client may terminate the contract in the event that a bankruptcy or similar process, in relation to the Supplier's assets, is requested or initiated.
13.3 In the event of termination of the Client, the Client may continue to make use of the existing facilities, deliveries or services already performed by the Supplier in exchange for a reasonable payment.
13.4 Termination of the contract made by the Client will not give rise to any compensation or compensation in favor of the Supplier, and the Client must comply with the payment of the remuneration for the deliveries or services carried out on the effective date of the resolution.

14. Code of Conduct for Siemens Energy Suppliers. Supply Chain Security

14.1

The Supplier is obliged to comply with the laws of the applicable legal system(s).

In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain.

Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials. The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by the Customer and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier’s premises – inspections in order to verify Supplier’s compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.
14.2 The Supplier will provide the necessary organizational instructions and adopt measures, in particular with regard to the following security: the security of facilities, packaging and transport, business partner, personnel and information - in order to guarantee security in the supply chain in accordance with the requirements of internationally recognized initiatives based on the WCO SAFE framework of standards (e.g. AEO, C-TPAT). The Supplier will protect the goods and services provided to the Client or to third parties designated by the Client against unauthorized access and manipulation. The Supplier will use reliable personnel for these goods and services and will oblige sub-suppliers to adopt equivalent security measures.
14.3 In addition to the other rights and remedies that the Client may have, the Client may terminate the contract in the event of breach of the obligations contemplated in Clause 14 by the Supplier. However, as long as the Supplier's contractual breach can be remedied, the Client's right to terminate is subject to the provision that said event of breach has not been remedied by the Supplier within a grace period established by the Client.
14.4 ETHICS- 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 good contractual faith, healthy competition and business ethics. Likewise, the SUPPLIER declares to know and undertakes to comply with the legal and corporate regulations against terrorism and the rules of the Code of Conduct for SIEMENS ENERGY SUPPLIERS (hereinafter called the Code of Conduct), which form an integral part of these general conditions of purchase.
14.5 ANTI-CORRUPTION- The parties agree that, during the development of the contractual operations, they must observe an adequate and transparent management of the use of the goods and / or resources that are the object of the legal business they enter into, based on the principles of honesty, efficiency, effectiveness and legality, and will respect the legal and regulatory norms in force, regarding acts against corruption.
14.6 ANTI MONOPOLY- All acts and agreements between the contracting parties, by which a monopoly situation could be created or the performance of acts that limit free competition, are expressly prohibited, all in accordance with the constitutional and legal principles to promote and protect the exercise of free competition.
14.7 The parties are obliged to keep, safeguard, and make available to them, all the vouchers, records, books and correspondence related to the businesses they enter into, during the term of their execution and for five (5) more years. During said period, the parties are expressly empowered to request and review their accounting books, correspondence, records, and other documents related to the purchase orders issued, in order to verify the accuracy of the accounts and transactions related to them.

15. Product Compliance, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety

15.1 If the Supplier delivers products to which legal or regulatory requirements related to products apply due to them being placed on the market and additional commercialization in the European Economic Area or to which the corresponding requirements apply in relation to other countries notified by the Client to the Supplier, Supplier must ensure product compliance with these requirements at the time of risk transfer.
Also, the Supplier must ensure that all documents and information that are necessary to demonstrate the conformity of the products with the respective requirements can be delivered immediately to the Client, upon request.
15.2 If the Supplier delivers products, whose substances appear in the so-called “List of Declarable Substances” (www.bomcheck.net/ Proveedores/Sin restricción-and-declarable-substances-list) applicable at the time of order or that are subject to restrictions on legally imposed substances and / or information requirements (e.g. REACH, RoHS), the Supplier shall declare such substances and provide the requested information in the BOMcheck web database (www.BOMcheck.net) no later than the date corresponding to the first delivery of products. With respect to legally imposed restrictions on substances, the foregoing shall only apply to laws that are applicable at the registered office of the Supplier or the Client or at the place of destination designated by the Client.
15.3 If the delivery contains goods that - according to international regulations - are classified as dangerous goods, the Supplier shall notify the Client in the manner agreed between the Supplier and the Client, but in no case not later than the confirmation date of the order. The dangerous goods requirements in sub-clauses 4.4 and 4.5 are not affected.
15.4 The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must be ensured that the health and safety of its personnel, as well as the indirect subcontractors employed to carry out deliveries and services, are protected.

16. Cybersecurity

16.1 The Supplier shall adopt appropriate organizational and technical measures to ensure the level of confidentiality, authenticity, integrity, and availability of the Supplier's Operations, as well as the products and services. These measures will be consistent with good industry practice and will include an appropriate Information Security Management System that is consistent with standards such as ISO / IEC 27001 or IEC 62443 (to the extent applicable).
16.2 "Supplier Operations" shall mean all assets, processes, and systems (including computer systems), data (including Client data), personnel and sites, used or processed by the Supplier periodically in the execution of this contract.
16.3 In the event that the products or services contain software, firmware or chipsets, the Supplier will have the following obligations:
16.3.1 Implement adequate standards, processes and methods and in line with good industry practices and standards such as ISO / IEC 27001 or IEC 62443 (where applicable), in order to avoid, identify, evaluate and repair any vulnerability, malicious code and security incident in products and services.
16.3.2 Do not stop offering and providing the Client services for the repair, improvement, updating and preservation of products and services, including the provision of patches, that rectify vulnerabilities during the estimated useful life of the products and services.
16.3.3 Provide the Client with a material record that identifies all third-party software components contained in the products. The third-party software will be updated upon delivery to the Client.
16.3.4 Grant the Client the right, without implying an obligation for the Client, to test or have products tested for handling malicious code and vulnerabilities at any time, as well as offer the Client adequate assistance.
16.3.5 Provide the Client with a contact (available during business hours) in the event of any information security incident.
16.4 The Supplier will immediately notify the Client of all relevant or suspected information security incidents and vulnerabilities discovered in the Supplier's Operations, services, and products, if, and to the extent that the Client is or is likely to be affected substantially.
16.5 The Supplier shall adopt appropriate measures to ensure that its subcontractors and Suppliers, within a reasonable period of time, are bound by obligations similar to the provisions of this clause 16.
16.6 At the request of the Client, the Supplier will demonstrate in writing its compliance with this clause 16 including generally accepted audit reports (e.g. SSAE-16 SOC 2 Type II).

17. Export control regulations and foreign trade data

17.1 The Supplier will comply with all applicable export control, customs, and foreign trade regulations (hereinafter, the "Foreign Trade Regulations"). In particular, the Supplier represents and warrants that none of its products nor its services provided under the contract contain products and/or services restricted for import under the Foreign Trade Regulations applicable to the Customer, including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006, each as amended, and import restrictions enforced by the U.S. Customs and Border Protection. The Supplier will communicate to the Client in writing, within a period of two weeks from receipt of the order - and in the case of changes without undue delay -, all information and data required from the

Client to comply with all Foreign Trade Regulations. in the case of export and import, as well as re-export, which
include the following:
- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding including the respective tariff basis on which the classification of the product has been performed (e.g. EU Combined Nomenclature, TARIC, US HTS); and
- the country of origin (non-preferential origin) as well as the region of origin, if applicable for the respective country of origin; proof of origin (e.g. Packing-List, Delivery Note, BOL, GAI); and
- upon request of the Customer: preferential statement including Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers);
and
-upon request of the Customer: evidence of the country of origin of the iron and steel inputs used for the processing of the products, as well as evidence of the country of origin of crude oil which has been used for refining the Products.

The Supplier shall be liable for any expenses and/or damage incurred by the Client due to any breach of the obligations according to this section 17.1.

17.2 Ban on re-exports to Russia („No -Russia -Clause")
The following clause shall apply if and to the extent (i) the Client supplies any goods or technology to the Supplier in the course of the execution of the contract, (ii) such supplied goods or technology are or refer to goods listed in the Annexes set out in Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended and (iii) and the supply takes place from the EU to a third country except for partner countries according to Article 12 g EU Regulation No. 833/2014 and Art. 8g EU Regulation No. 765/2006 as amended:

- The Client hereby prohibits to the Supplier, and the Supplier agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any supplied goods as well as technology (and related documentation, regardless of the mode of provision) provided by the Customer to the Supplier under the contract.
- The Client shall be entitled to terminate the contract by written notice in the event of a breach by the Supplier of the obligation pursuant to this section 17.2. Upon termination, the Supplier shall pay to the Customer all costs and damages incurred by the Customer from such termination. In any case, the Supplier shall pay the Customer liquidated damages in the amount of 20 % of the contract price.
- Notwithstanding the provision hereinabove in this section 17.2, the Supplier shall indemnify and hold harmless the Client in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against the Customer arising out of or relating to a breach by the Supplier of the obligations under this section 17.2 and the Supplier shall compensate the Client for all losses and expenses incurred resulting thereof.

18. Reservation clause
The Client will not be obliged to fulfill the contract if said fulfillment is affected by impediments arising from the requirements of foreign trade or national or international customs or any embargo clause or other sanctions.
19. Mention as Reference Client
Only with the prior written approval of the Client, will the Supplier be allowed to mention the Client as a reference client and / or make reference to products or services that the Supplier has developed during the execution of an order for the Client.
20. Complementary provisions
20.1 As long as these Purchase Conditions do not regulate certain matters, the relevant legal provisions will apply.
20.2 The Supplier will be responsible for all damages caused to the Client as a result of the breach of these conditions, in particular sections 2, 3, 4, 7, 8, 14, 15, 16 and 17, unless the Supplier does not be responsible for such non-compliance.
21. Jurisdiction and applicable legislation
21.1 Colombian law shall apply, excluding the provisions of the United Nations Law on Merchandise Sale of April 11, 1980.
21.2 In the event of any controversy or discrepancy that may arise between the Supplier and the Client, which cannot be solved by direct dealings between them within a period of no more than thirty calendar days, these will be submitted to the decision of the ordinary justice.
21.3 For all judicial and extrajudicial matters, the parties indicate the city of Bogotá as their domicile. For the others, the competence will be determined in accordance with the current law.

22. Indemnity
The Supplier guarantees the Client full indemnity in relation to the acts or omissions of the Supplier or its personnel during the execution of its activities, including its Sub-Contractors and their personnel. The Supplier will execute all the actions it deems pertinent to execute the purchase orders, under its sole responsibility and risk. The Supplier is obliged to immediately reimburse the Client for any sum of money that it is obliged to pay for such reasons. The Supplier will be liable for any personal, material and patrimonial damage that its employees may cause to third parties or to the Client, during the provision of their services and that for any reason said third parties have claimed from the Client either during the execution of the (s) purchase order (s) and / or, after acceptance of the supplies or services by the Client. Likewise, the Supplier will respond to the Client for the legal use of the trademarks, patents and licenses of use, of the goods that it sells, supplies or uses, as well as the services it provides within the present Order.

22.1 In case of delay in the payment of the Supplier in its obligations with third

parties (workers and suppliers), the Client may proceed to the direct payment of these against the monies owed, whether currently or in the future, to the Supplier when it considers that said delay affects the execution of the present Purchase Order. If such payment is made, the Client may deduct the amounts paid from the following invoices or other Purchase Orders, plus a 10% charge for administration. In the event that there are not sufficient amounts in the balances, this Order together with the payment supports will constitute an enforceable title for the claim of the aforementioned values.

23. Health and Occupational Safety

When, on the occasion of the execution of the Order, the supplier must enter the Client's facilities, at the expense of the Client or the Client's final client, the Supplier undertakes to comply with all the EHS requirements legally established and defined in the document "Guidelines for the Management in the Environment, Safety and Health at work for contractor companies 007-00134" for this Purchase Order, as well as in compliance with the other annexes on EHS matters of this Purchase Order and the EHS regulations of the end customer, if applicable. The Supplier will also be responsible for ensuring that its suppliers or subcontractors comply with the EHS obligations established in the annexes to this Order.

In case of non-compliance with the established EHS obligations, the Supplier must compensate all the damages caused by its non-compliance and must

hold the Client harmless for any reason for the breach thereof, including, but not limited to, fines from final clients for said breach. Additionally, with the entering into of the legal business, the Supplier agrees, in accordance with the autonomy of the will of the parties, that the Client can apply the following sanctions according to the procedure described below:

(i) Once the Client becomes aware of a possible infraction, it will inform the Supplier as a priority so that it suspends the occurrence of the infraction or in case it has already occurred, to proceed within the following 5 days to render discharges of the facts surrounding the occurrence of the possible infraction.
(ii) Next, the Client will analyze the discharges provided by the Supplier and will proceed to inform whether the sanction is appropriate or not, informing in a motivated way the reason why it is applicable or not.
(iii) The sanctions will only proceed to the extent that there is fault on the part of the Supplier, either by action or omission in the occurrence of the events surrounding the possible infringement.

Item	Aspect	Deviation or Fault	Sanction
1	Incident Management	Do not report, report late, do not investigate, investigate late, EHS incidents according to the document "Guidelines for Management in Environment, Safety and Health at work for contractor companies 007-00134", or do not implement the actions derived from the investigation	Application of a fine of 3% of the value of the Purchase Order.
2	Occurrence of Incidents	Incidents directly related to non-compliance with one or more of the essential safety principles described in the document "Guidelines for Management in the Environment, Safety and Health at work for contractor companies 007-00134".	Total or partial suspension of the work, works or services until an incident reduction plan is presented with a period of execution of the activities no longer than that indicated by the Client.
		TYPE OF INCIDENTS	
		1) NEAR MISS: Almost accident (without injury to people or damage to property, but with the potential to generate it).	and additionally, the application of a fine of 0.5% of the value of the Purchase Order, for each day that the suspension lasts.
		2) SLIGHT: Minor injuries to people / Minor damages (e.g. blows, cuts, 1st degree burn, projection of particles in the eye that require washing) without days of medical leave.	and additionally, the application of a fine of 0.5% of the value of the Purchase Order, for each day that the suspension lasts.
		3) MEDIUM: Injury to people (ex: sprains, phalanx fractures, 2nd degree burns), with days of medical leave. Business interruption / property damage. (expected damage:> 50,000,000 COP $).	and additionally, the application of a fine of 1% of the value of the Purchase Order, for each day that the suspension lasts.
		4) GRAVE / SERIOUS: Serious injuries to people (e.g., long bone fractures, skull fractures, amputation, disability, 3rd degree burns, corneal damage, other irreversible injuries), medical leave => 30 days. Business interruption / property damage (fire - explosion, damage to	and additionally, the application of a fine of 3% of the value of the Purchase Order, for each day that the suspension lasts.

Item	Aspect	Deviation or Fault	Sanction
		equipment, process or facilities that stops production and customer fulfillment).	
		5) FATALITY: Of one or more people, injured in an accident, related to work or not related to work, if there is a relationship with Siemens Energy and the Incident (e.g. if a visitor dies at the Siemens Energy / Project facilities)	and additionally, the application of a fine of 5% of the value of the Purchase Order, for each day that the suspension lasts.

Item	Aspect	Deviation or Fault	Sanction
3	Environmental management	Events directly related to the breach of one or more of the essential principles of impact on the Environment.	Total or partial suspension of the work, works or services until an incident reduction plan is presented with a period of execution of the activities no longer than that indicated by the Client.
		TYPE OF INCIDENTS	
		1) SLIGHT: No criteria identified or presents at most one of the criteria analyzed.	and additionally, the application of a fine of 1% of the value of the Purchase Order, per event.
		2) MEDIUM: Presents three of the criteria analyzed.	and additionally, the application of a fine of 5% of the value of the Purchase Order, per event.
		3) GRAVE / SERIOUS: Presents four of the criteria analyzed.	and additionally, the application of a fine of 10% of the value of the Purchase Order, per event.
		4) VERY SERIOUS: It presents five or more criteria analyzed.	and additionally, the application of a fine of 15% of the value of the Purchase Order, per event.
4	Performance evaluation	Obtain a low result on the EHS performance evaluation.	Withholding of 3% of the value of the Purchase Order, until the action plans are fulfilled.
5	Safety Essentials, Rules of Life and Zero Tolerance	Failure to comply with any of the items or points established in the procedures or guidelines of the Safety Essentials, Rules of Life and Zero Tolerance, such as: - Control of dangerous energies - Work at heights - Entry confined spaces - Machine insurance - Electrical safety - Lifting and lifting of loads - Explosive gases and vapors - Driver and vehicle safety.	Total or partial suspension of the work, works or services until a deviation correction plan is presented with a period of execution of the activities not greater than that indicated by the Client and additionally with an application of a fine between 0.5 and 3% of the value of the Purchase Order per event depending on the severity of the event.
6	Hand and power tools	Make use of non-approved tools, made at home, or used for tasks for which they were not designed.	Fine of 0.5 to 3% of the purchase order / contract, depending on the severity of each event.

Item	Appearance	Deviation or Missing	Sanction
7	EHS Competencies	Not having the competent EHS manager at the facilities, according to the profile defined in the document "Guidelines for Management in the Environment, Safety and Health at work for contractor companies 007-00134" of SIEMENS ENERGY or the customer's profile.	There may be suspension of the work, works or services until the person in charge is in the facilities, without the right to charge fixed or additional costs of any nature and application of a fine of 0.5% of the value of the Purchase Order, for each day that the suspension or non-compliance with the obligation lasts.

Item	Aspect	Deviation or Fault	Sanction
8	EHS Legislation and Policies	Non-compliance with the Legislation and regulations of the competent authorities, EHS Policies, Company Free of Alcohol, Tobacco and Drugs and / or Zero Tolerance, application of the EHS Strategic Pillars and / or EHS Management System.	Fine of 3% of the purchase order, per event.
9	Personal protective equipment	Do not use or make inappropriate use of specific personal protection elements in operational areas identified as critical, areas where high-risk activities are carried out or areas derived as critical by occupational hygiene studies.	Fine of 0.5 to 3% of the purchase order, depending on the severity of each event.
10	Risk analysis	Execute activities without prior identification of risks and establish the respective controls, as well as the use of documentation: Safe Work Standard (ETS) and / or Safe Work Site Analysis (ATS). (incomplete, outdated or that do not correspond to the activity in progress).	Fine of 0.5 to 3% of the purchase order, depending on the severity of each event.

Item	Aspect	Deviation or Fault	Sanction
11	Work permits	Carry out high-risk activities without a work permit, with incomplete work permits, with permits with amendments and / or signed at the desk without prior review on site.	Fine of 3% of the purchase order, per event.

** In cases of early suspension or suspension for breach of EHS obligations, the Client 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.*

The SUPPLIER undertakes during the execution of the contract to maintain the EHS requirements and evaluation declared by the Supplier and verified by the Client at the time of evaluation of the Supplier, presentation of the Offer or issuance of the Purchase Order. In case of not maintaining compliance, the Client may, at its sole discretion, allow time to correct said situation or terminate the Purchase Order, without any compensation. For the application of said alternatives, the communication of the Client will suffice.

While the commercial relationship lasts, this is understood as the existence of any commercial link which includes, but is not limited to, the evaluation of offers, subscription of framework offers, execution of framework contracts, execution of purchase orders or guarantee obligations against To the activities carried out by the Supplier, the Client may, directly or through third parties, audit compliance with the HSE standards indicated in the first paragraph of this clause in order to ensure or accredit compliance with them. Said audit may be carried out in a planned or unplanned manner to the SUPPLIER.

As a result of the execution of the Purchase Order, the audits and / or evaluations carried out, the Client may qualify or evaluate the performance of the Supplier in HSE matters, in accordance with the Annex of the "Guidelines for Management in the Environment, Safety and Health at work for contractor companies 007-00134. The Supplier accepts that said results may be taken into account for the evaluation and qualification of future legal businesses or for the termination, application of the actions provided for in this Order. If the audit was caused by a serious incident, as defined in the "Guidelines for Management in the Environment, Safety and Health at work for contractor companies 007-00134" of SIEMENS ENERGY or continuous deficiencies or repeated in EHS, the cost of the audit will be borne by the SUPPLIER.

24. Force majeure and unforeseen events

24.1 The parties will not be responsible, nor will it be considered that they have incurred in breach of their obligations, if duly proven circumstances of force majeure or unforeseeable events arise during the execution of the contract. The party that considers itself affected by an event of force majeure or unforeseen event, must notify the other party in writing, immediately upon the occurrence of the event.

24.2 In the event that the alleged force majeure or unforeseen event is not

proven, the party that has invoked them must assume the responsibilities and consequences that correspond to breach of the contract.

25. Extraordinary circumstances

SIEMENS ENERGY will not be responsible for any breach or delay in the fulfillment of any obligation that results from or motivated by any cause that exceeds the reasonable control of SIEMENS ENERGY, including but not limited to events such as pandemics, wars, natural disasters, geopolitical situations, or similar occurrences.

In the case of any delay in performance, excusable under this Clause, the delivery date, or the time to carry out the work will be extended by mutual agreement between the parties and to the extent possible for a period that is reasonably necessary. To overcome the effects of said delay, however, any suspension or extension of the schedule derived from a force majeure event or unforeseen event, including those situations mentioned above, will not represent additional financial recognition in favor of THE SUPPLIER, unless these have been previously recognized by SIEMENS ENERGY, for which the SUPPLIER must submit to SIEMENS ENERGY all the supporting documents corresponding to the possible overruns incurred.

26. Processing of personal data

In compliance with the provisions of regulatory Decree 1377 of 2013 of Law 1581 of 2012, THE SUPPLIER authorizes Siemens Energy Distribution Transformers S.A.S. as the processor of the personal data obtained during the execution of the contract, to carry out the processing of its personal data in accordance with the privacy policies that have been established by Siemens Energy Distribution Transformers S.A.S. under the parameters of Law 1581 of 2012 on Protection of Personal Data in Colombia and that are published on its website at the time of the conclusion of this contract

Any transfer of databases or personal data that Siemens Energy Distribution Transformers S.A.S. has to perform to the SUPPLIER will guarantee that it has the levels of protection and access established in Law 1581 of 2012, Decree 1377 of 2013 and Decree
1074 of 2015.
The SUPPLIER authorizes Siemens Energy Distribution Transformers S.A.S. to: a) process the personal data that it may have or receive from the SUPPLIER, its Workers and Subcontractors on the occasion of this Contract. b) make available to the affiliated companies of Siemens Energy Distribution Transformers S.A.S., so they can process the information of the SUPPLIER, its Workers and Subcontractors on the occasion of this Contract. c) Allow Siemens Energy Distribution Transformers S.A.S. to make the information of the Supplier, its Workers and Subcontractors available to third parties when required by the authority and permitted by applicable regulations.

The Personal Data Protection Policy can be consulted on the page https://sat.siemens-energy.cloud/Home/PrivacySDTEn. The SUPPLIER may request access to the personal information registered in the Siemens Energy Distribution Transformers S.A.S. databases or request the correction or deletion of their personal information, by writing to the email protecciondedatos.sdt@siemens-energy.com or through the person responsible for the Contract.

If due to this contract, the SUPPLIER must transfer to Siemens Energy Distribution Transformers S.A.S. personal data of its Workers, Subcontractors or any third party that must be hired by the SUPPLIER, said transfer must be made subject to the provisions of Law 1581 of 2012, Decree 1377 of 2013, Decree 1074 of 2015 and any law that regulates, modifies, replaces or complements them. In any case, the SUPPLIER declares that it has the written, express, prior and informed authorization granted by the owner of the data for the treatment thereof, including its transfer within and outside of Colombia, and including to countries or territories that do not have standards. protection of data equivalent to those of Colombia, Siemens Energy Distribution Transformers S.A.S. may request at any time, proof of said authorization.

27. Prevention of money laundering and financing of terrorism.

THE PARTIES declare that: i) the present contract shall not be used as an instrument for the concealment, management, investment or use in any form, of money or other assets derived from criminal activities, or to give the appearance of legality to the transactions and funds related to the same. ii) The resources derived from the development of this contract shall not be destined to the financing of terrorism, terrorist groups or activities with the same purpose. iii) They understand the need to prevent and control money laundering and the financing of terrorism, therefore, they shall take the corresponding prevention and control measures and shall implement all the preventive, detective and corrective controls that may be determined. iv) if during the term of the agreement any of the parties should have reasonable doubts about its operations, as well as the origin of its assets and/or that any of them should become involved in an investigation of any kind (criminal, administrative, etc.) related to illicit activities, money laundering or financing of terrorism, or be included in the international lists binding for Colombia, in accordance with international law (UN lists), in OFAC or Clinton lists, etc., the party free of claim shall have the right to claim for damages, and shall have the right to claim for damages in accordance with international law, the party free of claim will have the right to unilaterally terminate the agreement without being obliged to indemnify any type of damage to the party that generated it.