

## 1. DEFINITIONS

"BUYER(S)" are (i) Carbones del Cerrejon Limited, and it is purchasing materials on its own behalf and in the name and on behalf of "CZN S.A."; (ii) C.I Prodeco S.A (PRODECO); Consorcio Minero Unido S.A (CMU); Carbones de la Jagua S.A (CDJ); Carbones del Tesoro S.A (CDT); Sociedad Portuaria Puerto Nuevo S.A (PNSA); Glencore Energy S.A.S (GESAS); Servicios Integrales de Cuidado y Mantenimiento Minero Ambiental S.A.S (SICMA). In this document they will be called BUYER(S), whether they each act individually or collectively.

"Supplier" is the individual or company which provides the materials of the Offer.

"Order" means the document or documents issued by BUYER(S) referencing the Offer specifying the goods to be delivered to BUYER(S) using any form BUYER(S) may provide whether labeled as an Order or by other labels including, but not limited to, "Order" or "Purchase Order", by which BUYER(S) is accepting totally or partially the Offer of Supplier.

"Change Order" means a written modification to an Order in any form that BUYER(S) may issue, provided that the form identifies the appropriate Order and is properly executed.

"Material" is the supplies, goods, parts, products, commodity(s), or equipment purchased from the Supplier by BUYER(S).

"Supplier's Documents" includes without limitation any prices lists, rate schedules, quotations, work tickets, invoices, receipts, confirmation of Orders or other documents containing terms and conditions related to material, prepared by Supplier and/or submitted to BUYER(S). Supplier's documents, now or in the future, shall not supersede, add to or amend in any way the Offer or any Order regardless of any provision to the contrary in the Supplier's documents, and shall be regarded as being formally rejected by BUYER(S) without notice or objection, except that any Supplier's documents included in the Offer shall be used for the sole purpose of establishing prices to be charged for Material.

2. **OFFER** – It is the offer provided by the Supplier incorporating irrevocable terms and conditions that will govern the relationship between the Supplier and BUYER(S). Based on these conditions, BUYER(S) may each issue Purchase Orders, which will constitute the acceptance to the Offer. The Offer, Exhibits, Purchase Orders and any other written documents which may be incorporated by reference, constitute the entire Offer and supersede all prior negotiations, representations and offers, either oral or written, related to the subject matter hereof. BUYER(S) shall not be bound by any provision in Supplier's quotations, offers, proposals, invoices, packing list or other instruments which purpose to impose conditions less favorable than those granted to BUYER(S) herein.

Supplier shall offer an option of extension, under the same terms and conditions, which may be exercised at BUYER(S)'s discretion, with the issuance of Purchase Orders. In any case, it is provided that BUYER(S) may request an offer of extension, in which case the Supplier will present, thirty (30) days before the expiration date of the Offer, the corresponding offer of extension, subject to BUYER(S)'s acceptance by the issuance of Purchase Orders.

**ACCEPTED OFFER** – With the issuance of a Purchase Order by any of the BUYER(S) for the supply of all or some of the materials/equipment established in the Offer, it is understood that the Offer is accepted exclusively for the materials/equipment required in the Purchase Order. Consequently, every time a Purchase Order is issued accepting fully or partially the Offer, it will be governed by the terms and conditions attached to the Offer as Exhibits, accepted by BUYER(S) with the issuance of the Purchase Orders.

**TERMINATION.** Notwithstanding the term of the Offer, BUYER(S) may choose to not continue purchasing the offered Materials, totally or partially, at any time and for any reason by giving written notice of termination thirty (30) days in advance to Supplier. In the event of termination pursuant to this sub-article, BUYER(S) shall not be liable for any costs, claims, damages or liabilities whatsoever of Supplier

including, without limitation, consequential loss, punitive or exemplary damages or payment for material undelivered or not accepted. In such case, BUYER(S) shall pay to Supplier all amounts due and unpaid for the supply of Materials duly delivered in accordance to the Purchase Orders issued before the date of termination.

**SURVIVORSHIP.** The provisions of the Offer that by their nature continue shall survive any expiration or termination of the Offer.

**NON – EXCLUSIVE.** The Offer is non-exclusive. BUYER(S) retains the right to engage others to provide the same type of Materials without any liability to Supplier, and BUYER(S) makes no representation as to the number, frequency or monetary value of Orders for Materials to be issued under this Offer. Any yearly usage figures, if shown, are BUYER(S)'s best estimate of requirements and are for Supplier's use only as a guide.

## 3. PRECEDENCE.

If any provision of an Order is in conflict with any provision of the Offer, that provision of the Offer shall take precedence and govern.

4. **ORDERS** - BUYER(S) may, from time to time, issue Purchase Orders (also called Orders herein) to Supplier under the Offer requiring Supplier to provide Material.

**Issuance by BUYER(S).** Orders will be in written form and will be delivered by mail, hardcopy, courier, facsimile, electronic data interchange (EDI), AXIS, or other electronic transmission. Each Order will contain delivery and other instructions necessary to the performance by the Supplier.

**Supplier's Receipt of Order.** Unless otherwise established, Supplier's receipt of each Order shall be confirmed by the Supplier in written form and delivered by mail, courier, facsimile, AXIS, or other electronic transmission, maximum three days after its receipt.

**Incorporation of Terms and Conditions.** Each Order shall be deemed to incorporate the provisions of the Offer. Except as provided in "Order Precedence", any provision of an Order that modifies or deletes any provision of the Offer shall be null and void.

**Changes to Orders.** Any alteration, deletion or addition to Material ordered in any Order or a change in any provision of an Order shall be effective only if made in a Change Order executed by BUYER(S). Orders are deemed to include any applicable Change Orders. A Change Order, however, shall not modify any provision of the Offer.

**Performance under Order.** Unless otherwise established, time shall be of the essence with respect to Supplier's delivery of Material to BUYER(S). Upon receipt of an Order, Supplier will deliver material when and as directed by the Order. Supplier will show on all related shipping papers and other communications with BUYER(S) the number of the Offer and the applicable Order number, together with BUYER(S)'s material symbol numbers or other code numbers if furnished by BUYER(S) to Supplier. If Supplier is unable to comply with schedule or other requirements of the Order, Supplier shall immediately notify BUYER(S). Substitutions of material will not be permitted unless authorized in writing by BUYER(S). In any case, SUPPLIER commits to provide to the BUYER(S) the import declaration, along with the Material sold and to file, jointly with the invoice, the import declaration, in the ERP of the BUYER(S), when applicable.

**Order Suspension.** BUYER(S) may, at any time and for any reason, including a strike of its workforce, suspend the delivery of material under any Order, by notice or Change Order to Supplier, without any compensation or indemnification whatsoever to Supplier due to the costs derived from such suspension. Supplier shall resume the delivery of material under the Order, as soon as it receives the written order from BUYER(S).

**Order Cancellation.** BUYER(S) may, at any time and for any reason, cancel the delivery of material under an Order, in whole or in part, by notice or Change Order to Supplier, and Supplier shall promptly comply.

**Compensation for Cancellation.** In the event delivery of Material is cancelled under an Order, BUYER(S) shall pay Supplier, subject to other provisions of the Offer that may reduce or suspend payment, only for material delivered and accepted by BUYER(S) at time of cancellation and for cancellation or other charges or costs as maybe agreed between the parties. Subject to the provisions of the Offer, BUYER(S)'s sole liability to Supplier for cancellation is contained in this clause, and BUYER(S) shall not be liable for any costs, claims, damages or liabilities whatsoever of Supplier or its subcontractors, including, without limitation, consequential loss, punitive or exemplary damages or reimbursement for material undelivered or not accepted.

**Outstanding Orders.** If at the expiration or earlier termination of the Offer any Order remains unperformed, the provisions of this Offer shall remain in force so long as is necessary for the completion of such outstanding Order.

## 5. CONDITIONS OF MATERIAL TO BE SUPPLIED

**Preparation, packing and packaging** – Supplier commits to use adequate packing of good quality in consideration to the Material to be provided, or if it will be exported, in consideration to the means of transportation, taking into account that the Material may be transported by land, and when required by the form, shape or weight of the Material, it shall be supplied with its corresponding stowage. Furthermore, when the Materials or cargo have a weight of over 25 kilograms, Supplier commits to prepare, pack and unitize them appropriately with competent personnel for its further handling with mechanical system Deficiencies in the aforementioned, or in the labels or signals and required documentation may result in rejection of Material. When wood parking is used, this shall comply with applicable international standards set by **NIMF No. 15**.

**Inspection** - BUYER(S) reserve(s) the right to inspect and evaluate the manufacturing and assembly processes of Materials in Supplier's premises. Such inspection shall not relieve Supplier from liability for the suitability, quality and good performance of Material, retaining its right to reject the Material at the moment of receipt.

**Rejection** - BUYER(S) reserve(s) the right to reject any Material when, at its judgment, it does not conform to the material terms and conditions of the applicable Order, presents defects in quality or quantity, or in case it contains asbestos. In the event of such rejection, at BUYER(S)'s option Supplier shall be liable to BUYER(S) for the refund of any payment made by BUYER(S) for such returned material, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup. Acceptance by BUYER(S) shall not relieve Supplier of liability for breach of any of its warranties or representations under the Offer.

**Title** - Supplier warrants that it has all property rights on Material supplied, thus it has the right to sell it. Title to all Material delivered to BUYER(S) is free and clear of all liens, taxes, and/or encumbrances.

**Substitutions and Quantities** - Substitutions of Material or extra charges will not be permitted unless authorized in writing by BUYER(S). Material delivered in error or in excess of quantity shall be for Supplier's account, and, if Supplier desires this Material returned, the expense of such return shall be borne by Supplier. BUYER(S) may dispose of this material after one (1) month of delivery, if Supplier does not make any arrangements for return of Material. All shipments under this Order may be subject to BUYER(S)'s count, and Supplier shall honor any claim for shortages, except where a shipment has been obviously pilfered while in transit, provided that transportation was under BUYER(S)'s responsibility.

6. **WARRANTY:** Without limiting the rights that BUYER(S) may otherwise have at Law, Supplier represents and warrants that during the warranty period it shall, at its sole expense, and at BUYER(S)'s option and entire satisfaction, repair or replace the defective or deficient Material as soon as it receives notice from BUYER(S) and within the term therein indicated. Such notice shall be given during the warranty period or within one month after the end of this warranty period. Repairs and/or replacement supplies shall be made free of

charge for BUYER(S) to the place of destination - the means of transport being left to the discretion of BUYER(S) – including disassembly and new assembly. Additional costs such as traveling charges and expenses, incurred in this connection, will be for the account of Supplier. If Supplier fails promptly, within the term indicated by BUYER(S), to remedy such defects, BUYER(S) shall have the right to entrust this work to others and all cost incurred in this respect shall be to the account of Supplier, which may be set-off against any payment BUYER(S) owes to Supplier or seek compensation through judicial actions.

All Material and related components furnished under any Order will be a) new, unless otherwise stated by BUYER(S) in the Order, suitable and fit for its purpose; b) free from apparent hidden defects or deficiencies for eighteen (18) months from the date of delivery of Material or twelve (12) months from the first productive use of Material, whichever occurs last; c) free of asbestos; d) in the case of electrical components (eg transformers, switches, capacitors or thermostats) new or repaired that contain electrical oils, they should be free of polychlorinated biphenyls (PCB). The supplier must provide the corresponding certification documents, e) in perfect working condition and f) shall conform to the specifications in the applicable Order, but in the absence of such specifications shall conform to the standard grade offered by Supplier generally.

Any material repaired or replaced under this clause shall be warranted on the same basis as provided above for the longer of (i) the balance of the eighteen (18) or twelve (12) months warranty period or (ii) six (6) months from the date completion or acceptance of the repair or the replacement, whichever occurs last.

Supplier shall use its best efforts to ensure that all warranties provided by manufacturers are assigned to be applicable to BUYER(S). If any warranty cannot be so assigned, Supplier shall use its best efforts to make that warranty available for the applicable BUYER(S)'s benefit to the maximum extent possible. Supplier shall deliver a copy or each written warranty provided by manufacturers to BUYER(S). The warranties under this section shall be in addition to any others provided under the Offer, the applicable Order or otherwise under Law.

7. **TITLE, RISK OF LOSS:** Title and risk of loss and damage shall pass from Supplier to BUYER(S) upon delivery and acceptance of conforming Material by BUYER(S) or BUYER(S)'s representative at the designated destination, in accordance with the negotiation terms agreed by the parties. Any stipulation to the contrary by Supplier shall not be valid, except if accepted in writing by BUYER(S).
8. **ASSIGNMENT AND SUBCONTRACTING:** BUYER(S) may assign this Offer and any Order including all its rights and obligations hereunder without consent of Supplier. Supplier shall not assign this Offer or any Order or any part thereof without BUYER(S)'s prior written approval, which approval shall not relieve Supplier of its obligations under this Offer or such Order. Any assignment made by Supplier not in accordance with this article shall be void. Supplier may not subcontract totally or partially its obligations under the OFFER, without previous and written consent of BUYER(S).
9. **INDEPENDENT CONTRACTOR.** In providing Material and performing other obligations under the Offer, Supplier shall be an independent contractor and not the agent or employee of BUYER(S). Supplier shall have no authority to make statements, representations or commitments of any kind or take any other action binding on BUYER(S), except as specifically provided in the Offer. It is expressly agreed that it is not the purpose or intention of the Offer or of any Order to create, nor shall the same be construed as creating, any partnership or joint operation between BUYER(S) and Supplier.
10. **TERMINATION FOR DEFAULT.** If Supplier breaches this Offer or any Order, or fails to perform hereunder including, but not limited to, breach of any declaration, warranty or commitment related to the Applicable Anticorruption Laws or to those regarding prevention and control to money laundering and terrorism financing, or if BUYER(S) determines that it is likely that such breach may occur,

late delivery or non-delivery of Material at the prescribed date and time, then BUYER(S) may terminate this Offer in whole or in part, by giving written notice to Supplier, without any liability whatsoever to Supplier on BUYER(S)'s part. Once Supplier receives written notification from BUYER(S), except for instructions on contrary, Supplier should:

- Stop all deliveries or work relative to the Offer or order.
- Provide BUYER(S) or whoever it designates any material, equipment or component that BUYER(S) had provided for the delivery of material or work execution. Supplier may not claim any rights over such materials, equipment, parts or components and expressly waives to such rights.
- Deliver to BUYER(S) any work, material, equipment, part or component acquired directly by Supplier due to the OFFER, which are deemed to be pledged in favor of BUYER(S) as a guarantee for the part of the advanced payment not amortized, if applicable, and any other damage derived from the breach of Supplier.
- Return to BUYER(S), within the seven (7) days following the receipt of the notice, at the latest, any amount received as payment for the Materials to which termination referred.

The following, among others, are special events of breach:

- Delay in the supply of Materials or supply of defective Materials
- Bad faith of Supplier
- Breach of any of obligations herein mentioned.

The termination herein described entitles BUYER(S) to retain the amounts owed to Supplier as guarantee of payment for damages caused and collect from such amounts any value that Supplier owes as penalty or any other concept. Furthermore, BUYER(S) shall have the option to acquire the same or similar Materials from any other source and Supplier shall be liable and reimburse any payment in excess of the prices included in its OFFER.

- 11. PATENT INDEMNITY.** Supplier hereby authorizes BUYER(S), its affiliates and their customers to use any of Supplier's Materials purchased under any Order in services or goods used, made or sold by BUYER(S), its affiliates and their customers. Supplier warrants that none of the Materials provided under any Order infringes any third party patent or published patent application (if granted) or other third party proprietary right. Supplier shall indemnify and defend BUYER(S), its affiliates and their customers and agents thereof against all charges, costs expenses and damages arising from the claim that the sale, possession or use of the Materials supplied under any Order infringes any third party patent or other proprietary right.
- 12. CONFIDENTIAL INFORMATION.** Supplier shall keep and cause its employees and subcontractor's employees to keep confidential any technical information, data, and information concerning the business and research plans or activities of BUYER(S), its affiliates, or third parties which is made available to Supplier and its employees and subcontractor's employees by BUYER(S) or its affiliates or which results from the work of Supplier and its employees or subcontractor's employees for BUYER(S) or its affiliates hereunder, and Supplier agrees not to use and to cause its employees and subcontractor's employees not to use said information and data except for the purpose of providing Materials under this Offer. Supplier and its employees and subcontractor's employees agree not to make any unauthorized disclosure of any confidential information to BUYER(S) or its affiliates.
- 13. USE OF TRADEMARK AND PUBLICITY.** Supplier shall not, without the prior written consent of BUYER(S): a) use the name or registered trademark of BUYER(S) or any affiliate in any advertising or communications to the public in any format except as necessary to provide Material; b) make publicity releases or announcements regarding the Offer, any Order, the Material delivered under any Order, or any related activities; or c) take any photographs, video or other recording of BUYER(S)'s property.

Supplier shall cause its subcontractors to comply with these requirements.

- 14. CLAIMS.** Supplier offers to pay off and satisfy all claims for labor and material employed or used in anyway by it in connection with the Material sold hereunder, hereinafter "CLAIMS", and offers to indemnify, protect, and save BUYER(S) pay off and satisfy. Additionally, BUYER(S) shall have the right to retain out of any payment then due Supplier, an amount sufficient to completely indemnify BUYER(S) against any liens or legal actions which the BUYER(S) or BUYER(S)'s property become subject to or liable for as a result of Supplier's failure to pay off and satisfy any of the above-referenced CLAIMS.
- 15. INDEMNIFICATION.** BUYER(S) and Supplier shall indemnify, defend, and hold each other harmless from all claims, demands, and causes of action whatsoever asserted against indemnitee by any person for personal injury, death, or loss of or damage to property resulting from the negligence or willful misconduct of the indemnitor (including Supplier's employees, subcontractors or subcontractor's employees or BUYER(S)'s employees) hereunder that result as a consequence of the activities derived from the purchase orders issued under this document. Where personal injury, death, or loss of or damage to property is the result of joint negligence or willful misconduct of BUYER(S) and Supplier, the Indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

BUYER(S) shall not be liable to Supplier for consequential loss or damages. Supplier shall not be liable to BUYER(S) for Consequential loss or damages except for amount recoverable by Supplier under valid and collectable insurance carried by Supplier.

- 16. SUPPLY OF CHEMICAL PRODUCTS.** All chemical products to be sold to BUYER(S) for use in BUYER(S) premises, shall comply with the following requirements by Supplier:
  - (i) Material Safety Data Sheet (MSDS) according to Colombian Technical Norm NTC 4435, in Spanish, as established in 2002 Decree 1609 (Chapter 4, Article 11, section E),
  - (ii) Emergency Card, according to Colombian Technical Norm NTC 4532, in Spanish, as established in 2002 Decree 1609 (Chapter 4, Article 11, section D),
  - (iii) Technical sheet,
  - (iv) Packages or containers of chemical products shall comply with Colombian Law 55, Article 5: it shall carry a label easily understood by workers, which contains basic information on its classification, dangers and safety precautions that should be taken. BUYER(S) accepts UN and CCE classification systems HIMS III and Canadian WHMIS. Such label shall include as minimum the following information:
    1. Commercial name.
    2. Chemical product identification
    3. Name, address and phone number of manufacturer or supplier
    4. Danger symbols
    5. Particular risks associated with the use of the chemical product
    6. Safety precautions
    7. Manufacturing Lot identification
    8. Danger classification according to one of the systems mentioned above.
  - (v) When because of the product package or container is not possible to include all the information in the label, BUYER(S) will accept that the information is included in no-fixed labels or attached documentation. However, any package or container with a chemical product shall have adequate indications and symbols on the risks associated with the product use, according to the UN classification.
  - (vi) The commercial or common identification in the MSDS shall be the same appearing in the label
  - (vii) Transportation of dangerous goods shall follow the UN guidelines as ruled by Colombian 2002 Decree 1609
  - (viii) The UN diamonds are required to transport materials considered to be dangerous. The information shall be included in the MSDS or in the manufacturer technical sheet

17. **AUDIT.** Supplier shall maintain and preserve and shall require its subcontractors to do so as well, in accordance with generally accepted accounting procedures, documentation and data (including but not limited to written and electronic records, books account, correspondence, plans, memoranda, receipts, and documentation of related systems and controls) pertaining to the supply of Material under this Offer as well as any expense on gifts or attentions incurred by the Supplier or its subcontractors related to such supply.

At all reasonable times, Supplier shall permit and shall require from its subcontractors to permit as well, employees and agents of BUYER(S) to examine and/or reproduce such documentation and data and to interview Supplier's personnel in connection therewith, as necessary for BUYER(S) to monitor and/or verify (i) the accuracy and propriety of the price of Material, (ii) the existence and effectiveness of Supplier's or its subcontractor's business practices, and (iii) Supplier's compliance with terms of this Offer.

The provisions of this clause shall be applicable during the term of this Offer and for a period of three (3) years thereafter. If an audit indicates errors or deficiencies, Supplier shall take prompt corrective action and will notify them to BUYER(S).

18. **FORCE MAJEURE.** - Except as specified in the Offer, neither BUYER(S) nor Supplier will be held to have defaulted on its contractual obligations to the extent that its performance has been hindered or prevented by force majeure. Force majeure means and unforeseeable, irresistible occurrence without the fault or negligence of the party invoking the force majeure and which such party is unable to prevent or provide against by the exercise of reasonable diligence. The party invoking the force majeure will (i) immediately notify the other party, (ii) make every effort to remedy the cause of non-performance, and (iii) perform the entirety of its obligations as soon as this cause has gone, the other party being released from its contractual obligations until such time as the cause has gone. Supplier shall not have the right to terminate an Order by reason of BUYER(S) having invoked force majeure.

19. **BUSINESS STANDARDS.**

**A. Business Standards.** Supplier, in performing its obligations under each Order, shall establish and maintain in effect appropriate business standards, procedures and controls to avoid any real or apparent impropriety that might affect adversely or conflict with the interests of BUYER(S) or its affiliates. Supplier shall exercise all reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the best interests of BUYER(S). This obligation shall apply to the activities of the employees of Supplier in their relations with the employees of BUYER(S) and their families and/or third parties arising from the Offer and each Order. These efforts shall include, but not be limited to, establishing precautions to prevent their employees from making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loans, or other considerations.

**B. Accuracy of Records.** Supplier agrees that all financial settlements, billings, and reports rendered to BUYER(S) or its representative shall reflect properly the facts about all activities and transactions handled for the account of BUYER(S), which data may be relied upon as being complete and accurate in any further recordings and reporting made by BUYER(S) or its representatives for whatever purpose.

**C. Compliance with Law.** Supplier agrees to comply with Law in performance under any Order. Notwithstanding anything in the Offer or any Order to the contrary, no provision shall be interpreted or applied so as to require BUYER(S) or Supplier to do, or refrain from doing, anything which would constitute a violation of, or result in a loss of economic benefit under, any applicable laws and regulations. Supplier represents that it shall not make any improper payments of money or anything of value to a government official (whether appointed, elected, honorary, or a career government

employee) in connection with the Offer or any Order, nor shall it make improper payments to a third party government official.

**D. Notice of Non-Compliance.** Supplier agrees to notify BUYER(S) promptly upon discovery of any instance where the Supplier fails to comply with this Article 19. If Supplier discovers or is advised of any errors or exceptions related to its invoicing for Materials, Supplier and BUYER(S) will together review the nature of the errors or exceptions, and Supplier will, if appropriate, promptly take corrective action and adjust the relevant invoice or refund overpayments.

**E. Compliance with the Anti-Corruption Laws and Prevention of the Risk of Money Laundering and Financing of Terrorism and the Proliferation of Weapons of Mass Destruction:** Supplier and its parents, subordinates, executives, directors, workers and agents that carry out activities in the development of an OFFER or PURCHASE ORDER, will comply with all applicable anti-corruption and prevention and control of applicable laws for money laundering and financing of terrorism and the proliferation of weapons of mass destruction, including the laws of Colombia and the Law of the United States the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 ("Applicable Anti-Corruption Laws").

Supplier declares that it is aware of BUYER(S)'s Transparency and Business Ethics Program - PTEE. Therefore, neither the SUPPLIER nor its parents, subordinates, executives, directors, workers or agents have authorized, offered, promised or delivered to a national or foreign public official or to any person, under the terms established in said Program, or will give or authorize to offer, promise or deliver anything of value, nor will they receive or agree to accept any payment, gift or any other advantage that violates the Anti-Corruption Laws applicable in relation to BUYER(S) or this OFFER or Purchase Order, also in accordance with what is stipulated in that Program. SUPPLIER will carry out the appropriate anti-corruption due diligence with respect to any Subcontractor in relation to its OFFER or Purchase Order and will inform said Subcontractor of BUYER(S)'s policies related to anti-corruption and any other important BUYER(S) policies before they carry out the execution of the scope under this OFFER or Purchase Order. Supplier will promptly report to BUYER(S) when it becomes aware of any fact that may constitute a potential or real risk of corruption, transnational bribery, money laundering, terrorism financing, proliferation of weapons of mass destruction, asset forfeiture or potential non-compliance or imminent by it, its parents, subordinates, executives, directors, employees and agents of the anti-corruption laws and the prevention and control of money laundering and financing of terrorism and the proliferation of weapons of mass destruction or the behaviors indicated in the Transparency and Business Ethics Program - BUYER(S) PTEE

**F. Security Measures.** If the delivery of the Materials is made in Colombia, the Supplier will then be obliged to incorporate pre-determined security best practices into its existing business practices; therefore, Supplier declares and warrants that, as a minimum, it:

- a) Appropriately applies procedures to select and supervise business partners
- b) Implements security measures that assure integrity of Containers, loading units and means of transport
- c) Incorporates managerial security control over visitors and employees and applies measures to avoid allowing unfettered access to company property and assets.
- d) Is aware of the importance of screening employees, as well as to maintain a thorough procedure for the engagement and termination of any employee's labor contract
- e) Implements security measures that assure the security of buildings as well as those that monitor and control exterior and interior perimeters
- f) Has security programs and measures in place to promote the integrity of a business partner's processes that are related to the transportation, handling and storage of cargo in the supply chain including trade-sensitive data. Likewise, physical barriers and deterrents are established in order to prevent unauthorized access to cargo handling facilities.

- g) Makes sure employees are aware of the procedures the company has in place to identify and report suspicious incidents or illegal activities.
- h) Carries out control measures over access to information systems and documentation.
- i) Conduct specific training to assist employees in maintaining cargo integrity, recognizing potential internal and external threats to security

Also, the Supplier ensures that, in cases in which any of the critical processes related to his supply chain is transferred, delegated or outsourced, the corresponding third party implements security measures to mitigate risks in the international supply chain.

**G. Invoicing.** Each of the BUYER(S) shall pay the SUPPLIER the approved amount of the invoices issued by the SUPPLIER to each of them, minus any withholdings required by law and any other contractually authorized deductions or setoff, within 45 calendar days of receipt of said invoices, on the BUYER(S)'s days of payment. There shall be no joint and several liability between the BUYER(S) and the SUPPLIER for the payment of the invoices issued against them; therefore, each of said BUYER(S) shall be individually responsible for the payments due according to the corresponding invoices

**20. PROTECTION OF INFORMATION CONTAINED IN MAGNETIC MEDIA** Supplier warrants that any information contained in magnetic media (delivered to be read, used or transmitted in BUYER(S)'s computing equipment, such magnetic media and the information therein contained, will be free of viruses or of any defect of programming which could cause losses or damages to BUYER(S)'s information and/or computing programs. This warranty also applies to any information transmitted by Supplier to BUYER(S) through electronic mail or any other method for transfer of files. Supplier shall indemnify BUYER(S) any losses or damages arising out of Supplier's breach of the above warranty.

**21. TAXES.** All taxes, fees, duties and other similar charges (however denominated) imposed on, or arising out of, the sale of Material and/or equipment (or value added thereto) subsequent to the passage of title to BUYER(S) shall be for the account of and payable by BUYER(S), and all such items imposed prior to the passage of title to BUYER(S) shall be for the account of and payable by Supplier. Any income taxes arising out of or by virtue of this Offer or its performance shall be for the sole account of the contracting party on which legally imposed.

**22. ILLEGAL INFORMATION BROKERING.** Supplier and BUYER(S) are aware of a practice (referred to as "Illegal Information Brokering") where certain parties approach contractors, subcontractors, vendors or other suppliers, and offer confidential information or illicit influence in order to obtain business through corruption of competitive bidding processes. Supplier recognizes that the practice of Illegal Information Brokering or any other corruption of the contract award process is not permitted by BUYER(S), and Supplier warrants and represents that it has not and will not utilize Illegal Information Brokering in connection with this Offer or any Order.

Supplier agrees that it will promptly notify BUYER(S)'s Material Manager or Internal Control Manager if anyone approaches Supplier for the purpose of Illegal Information Brokering concerning this Offer, any Order, or any other related business interest of BUYER(S). BUYER(S) undertakes that such notice and any related information provided by Supplier will be treated with the utmost discretion. BUYER(S) also undertakes that it will handle this Offer with appropriate security measures in order to prevent any supplier, contractor, or subcontractor from gaining any unfair advantage subsequent to such notice.

**23. BUY BACK TERMS.** Supplier offers to buy back Material purchased by BUYER(S) under the Offer, at BUYER(S)'s

request, provided that Supplier has a requirement for the Material, and it is in undamaged condition. The price for Material shall be credited to BUYER(S) upon receipt by Supplier or reimbursed to BUYER(S) should there not be any outstanding invoices.

**24. GOVERNING LAW AND DISPUTE RESOLUTION.** The validity and interpretation of this Offer and the legal relations of the parties to it shall be governed by and construed in accordance with Colombian Law, without reference to its principles of conflicts laws and without reference to the UN Convention on Contracts for the International Sale of Goods. Supplier and BUYER(S) hereby acknowledge and submit to the sole and exclusive jurisdiction of the courts at Colombia.

**25. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS.** Supplier agrees that all drawings, field notes, specifications, software and any other documents and materials whether written, audio, video, or other electronic format developed for delivery to BUYER(S) under any Order shall be the property of BUYER(S), thus it may use and share them without any restriction. Supplier agrees to assign or procure the assignment of the copyrights for all such materials to BUYER(S).

**26. SOCIAL AND LABOR RESPONSIBILITY REQUIREMENTS:** The Supplier warrants that to fulfill the requirements of the OFFER, all its activities and operations and those of its sub-suppliers and contractors will comply with the Social and Labor standards and principles as established in the SA8000 norm. As such, the Supplier commits to:

- Child labor: Not to use and not to support the use of child labor.
- Forced labor: Not to use and not to support the use of forced labor.
- Freedom of association: to respect the rights of its employees to form unions and be part of the union they choose and to collectively negotiate with their employers.
- Discrimination: Not to discriminate and not to support discrimination.
- Disciplinary practices: Not to use and not to support the use of physical punishment, mental and physical coercion or verbal abuse.
- Labor schedule: The labor week will be as defined by the legislation applicable to Supplier and according to OIT conventions. Extra labor will be voluntary except in emergency situations.
- Compensation: to pay salaries that meet with law requirements and minimum rules established in the corresponding industry.

**27. SET-OFF PROVISION.** BUYER(S) shall have the right to set off any loss, damage, liability or claim which it may have against payment it owes to Supplier. No payment by BUYER(S) shall limit BUYER(S)'s rights later to dispute any of the charges invoiced or to claim unsatisfactory performance under the Order and payment shall not be construed as BUYER(S)'s acceptance of any Materials.

**28. AMENDMENTS OR CHANGE OFFERS.** Any amendment to the terms of this Offer shall only effective if made in writing and accepted by BUYER(S) with the issuance of Purchase Orders. Once an Offer amendment is made, it shall be deemed incorporated as of its effective date for all ongoing and future Orders, unless expressly stated to the contrary in the Offer amendment.

**29. MISCELLANEOUS**

**Severability.** If any provision or portion of the Offer or any Order incorporating the Offer shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable Law, that provision or portion of the Offer or the Order shall be deemed omitted and the remaining provisions shall remain in full force and effect.

**Waiver.** No waiver by a party of a right or default under either Offer

permitting BUYER(S) to obtain Material through the issuance of Orders or the contract formed by each Order shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of similar nature or otherwise.

**Remedies Cumulative.** The remedies provided for in the Offer are cumulative and shall be in addition to other remedies available at Law.

### 30. SUPPLIER CODE OF CONDUCT

#### 1. Undertaking to comply

Supplier shall comply with the Glencore Supplier Code of Conduct available at <https://www.glencore.com/suppliers>, as amended from time to time (the "Glencore Supplier Code"), the terms of which are incorporated into the Offer.

#### 2. Processes and controls

Supplier's obligations under the section [1] of this clause include but are not limited to:

- 2.1. instituting and maintaining processes and controls designed to ensure that Supplier complies, and that each of its affiliates and any third party supplying goods or services to Supplier that are related to the performance of the Offer by Supplier (whether such goods or services are supplied in whole or in part, directly or indirectly, to BUYER(S) or are incorporated within other goods or services supplied by Supplier to BUYER(S)) (in each case a "Relevant Third Party") complies, with the Glencore Supplier Code; and
- 2.2. carrying out its business in accordance with the Glencore Supplier Code.

#### 3. Supplier's compliance, monitoring and complaints procedures

- 3.1. Supplier shall ensure that it establishes and maintains procedures and processes to effectively monitor and assure compliance by it and its affiliates and each Relevant Third Party with the Glencore Supplier Code.
- 3.2. Supplier shall ensure that all of its relevant personnel are aware of Supplier obligations under sections 1 and 2 of this clause and are provided with appropriate training and guidance to ensure Supplier acts in accordance with the Offer.
- 3.3. Supplier shall ensure that it establishes and maintains appropriate mechanisms whereby:
  - 3.3.1. any interested party (including, without limitation, employees or anyone affected by modern slavery) may raise concerns, or report instances of and/or facts and circumstances indicating a breach of section [1] or section 2 of this clause; and
  - 3.3.2. Where such concerns are raised or reports made, effective steps are taken to identify and address any breach, including the facts and circumstances giving rise to such breach.

#### 4. Notification requirements

Supplier shall notify BUYER(S) as soon as it becomes aware that:

- 4.1. there is any actual or suspected breach by Supplier of section 1 or section 2 of this clause; or
- 4.2. it has failed to comply with its obligations under section 3.

#### 5. BUYER(S) monitoring, review and audit rights

- 5.1. BUYER(S) reserves the right to monitor, review and/or audit Supplier's compliance with sections **Error! Reference source not found.** to 4, 6, 7 and 8, of this clause.
- 5.2. Supplier shall and shall procure that its affiliates and Relevant Third Parties including any refinery or smelter that has processed or will process any material delivered or to be delivered under the Offer shall, co-operate with, and provide any information and assistance reasonably requested by BUYER(S) in connection with any monitoring, review and/or audit that BUYER(S) may at its discretion undertake.
- 5.3. Without limiting the generality of sections 5 and 5.2, BUYER(S) shall be entitled, as part of any monitoring, review and/or audit conducted under this section 5 to:
  - 5.3.1. access Supplier premises and the premises of any

relevant affiliate or Relevant Third Party and any other relevant supply chain facilities (including those of any refinery or smelter);

5.3.2. inspect relevant books, records and other documents in Supplier's, or in any relevant affiliate's or Relevant Third Party's, (including any refinery's or smelter's,) possession or control;

5.3.3. speak to or otherwise communicate with the directors, officers, employees, agents and/or representatives of Supplier [or those of any relevant affiliate or Relevant Third Party, including any refinery or smelter]]; and

5.4. Supplier shall ensure that all Relevant Third Parties, including any refinery or smelter, are subject to contractual obligations to comply with any request made under section 5.2 or 5.3 above.

#### 6. Corrective Action Plan

6.1. If BUYER(S) becomes aware of facts or circumstances that, in its reasonable determination:

- 6.1.1. indicate or could lead to a breach by Supplier of section 1 or 2 ("Non-Compliance"); or
- 6.1.2. indicate a [material] adverse change in the responsible sourcing risk associated with the Supplier ("Additional Risk"),

then without prejudice to any other rights available to BUYER(S), BUYER(S) will notify Supplier of the relevant facts and circumstances and Supplier (a) shall co-operate with, and provide any information and assistance reasonably requested by, Supplier in connection with the Non-Compliance [and/or the Additional Risk]; and (b) shall, if requested by BUYER(S) and following engagement with BUYER(S), propose a Corrective Action Plan ("Corrective Action Plan") which, if agreeable to BUYER(S) in content and timing, shall be undertaken by the Supplier to address the Non-Compliance [and/or the Additional Risk] to the satisfaction of BUYER(S).

6.2. Supplier shall, at its own cost, take all steps that are necessary and appropriate to remedy any Non-Compliance [and/or Additional Risk] and to implement any Corrective Action Plan agreed in accordance with section 6.1.

#### 7. Mirror obligations

Supplier shall ensure that each CONTRACT entered into by Supplier with any third party for the supply of goods or services contains terms imposing similar obligations on the third party as are set out in section 1 to 6 and 8 to 9 of this clause.

#### 8. Record keeping

Supplier shall maintain a record, including details of all Relevant Third Parties, sufficient to enable BUYER(S) to trace all goods and services supplied by Supplier and, if BUYER(S) requests, Supplier shall provide BUYER(S) with a copy of Supplier's signed contract with any Relevant Third Party.

#### 9. Consequences of breach

9.1. CEREJON may, in addition to any other remedies it may have under the Offer or at law, terminate or suspend this Offer in whole or in part immediately by giving written notice to Supplier if:

- 9.1.1. Supplier breaches section 5 of this clause;
- 9.1.2. Supplier breaches section 6 of this clause;
- 9.1.3. there is any Non-Compliance and/or Additional Risk that BUYER(S), in its reasonable discretion, concludes to be serious and unlikely to be capable of remediation or effective mitigation pursuant to section 6 of the Offer;
- 9.1.4. there is repeated Non-Compliance; or
- 9.1.5. there is any intentional Non-Compliance.

#### 9.2. Indemnity

Supplier shall indemnify and keep indemnified BUYER(S) on demand in respect of a breach by Supplier of any of its obligations under sections 1 or 2 of this clause.

### 31. COMPLIANCE

#### 1. Compliance with laws and prohibition on improper inducements

Supplier warrants, represents and undertakes to BUYER(S) that it, its affiliates and its and their directors, officers, employees, agents, representatives and any other person acting on its or their behalf:

- (a) have complied with, and will comply with, all applicable laws, rules and regulations including, without limitation, sanctions, anti-bribery and corruption, anti-money laundering and tax laws and also confirm that they know and complies with the policies, procedures and compliance guides of the BUYER(S), available at <https://www.cerrejon.com/nosotros/etica-y-gobierno-corporativo> y <https://www.grupoprodeco.com.co/es/nosotros/nuestro-c-digo-de-conducta>, y <https://www.grupoprodeco.com.co/es/nosotros/nuestras-politicas>; and
- (b) have not authorised, offered, promised, paid or otherwise given, and will not authorise, offer, promise, pay or otherwise give, whether directly or indirectly, any financial or other advantage to or for the use or benefit of any public official or any private individual (i) for the purpose of inducing or rewarding that person's improper performance of their relevant function, or (ii) that would be a breach of any applicable law.

#### 2. Record keeping

Supplier shall at all times maintain accurate and complete books, records and accounts of all transactions connected with the subject matter of the Offer in accordance with the requirements of applicable laws (including, without limitation, data retention laws).

#### 3. Notification requirements

Supplier shall notify BUYER(S) in writing as soon as it becomes aware that:

- (a) there is any actual or suspected breach by supplier of section 1 or 2 of this clause;
- (b) any of the warranties and representations given in section 1 of this clause is not true and accurate in all respects;
- (c) it, or any of its affiliates, becomes the subject of any investigation by any law enforcement, regulatory or other governmental agency in relation to any sanctions, anti-bribery and corruption, anti-money laundering and/or tax laws; or
- (d) it, or any of its affiliates, experiences any event which impacts the integrity of Supplier, or which may have a material adverse effect on BUYER(S) or any of its affiliates by reason of BUYER(S)'s relationship with supplier in connection with the Offer.

#### 4. Review and audit

- (a) BUYER(S) may at reasonable times and on reasonable notice monitor, review and/or audit the BUYER(S)'s compliance with sections 1 to 3 of this clause.
- (b) Supplier shall, and shall procure that its affiliates and their directors, officers, employees, agents, representatives and any other person acting on its or their behalf in connection with the Offer shall:
  - (i) cooperate with, and provide any information and assistance reasonably requested by, BUYER(S) in connection with any monitoring, review and/or audit that BUYER(S) may undertake; and

- (ii) if requested by BUYER(S), participate in any training BUYER(S) may wish to provide in connection with any of the matters referred to in section 1 or supplier's obligations under sections 1 to 3 of this clause.

### 5. Termination

- (a) BUYER(S) may, in addition to any other remedies it may have under the Offer or at law, terminate or suspend the Offer in whole or in part (including, without limitation supplier, any obligation to make payment to in connection with the Offer) immediately by giving written notice to the supplier if:
  - (i) Supplier has, or BUYER(S) reasonably suspects that supplier has, breached section 1 of this clause in connection with any applicable anti-bribery and corruption law, applicable sanctions or any anti-money laundering law, or has breached, or BUYER(S) reasonably suspects that supplier has breached, section 2 or 3;
  - (ii) Supplier has materially breached section 1 in connection with any applicable law other than any applicable anti-bribery or corruption law, applicable sanctions or any anti-money laundering law and the breach is not capable of remedy, or where the breach is capable of remedy, the supplier has not remedied the breach within 14 days of being requested to do so in writing by BUYER(S);
  - (iii) Supplier fails to cooperate fully with any monitoring, review or audit pursuant to section 4.

Notwithstanding any other provision of the ACCEPTED, BUYER(S) shall have no obligation to pay any amount due to the supplier in the event of any actual or reasonably suspected breach of the nature described in section 5(a)(i) or (ii) of the Offer in connection with any applicable anti-bribery and corruption law or any anti-money laundering law. In the event of a reasonably suspected breach, BUYER(S) shall have no obligation to make any payment unless and until it has determined (acting reasonably) that there is no actual breach and notified supplier in writing of its determination.

### 6. Communication of infringements

Supplier may notify all infringements derived from BUYER(S)'s conduct in relation to the object of the Offer that violate the BUYER(S) Code of Conduct or the underlying policies, either through its contact at BUYER(S) or through the Glencore's Corporate Violation Communications Program, details of which can be found at <https://glencore.raisingconcerns.org/>. or through the contact channels detailed below:

- Glencore complaints telephone number in Colombia: +57 601-6009605
- BUYER(S) complaint telephone numbers: Ext: 2777 and telephone numbers 605-350-2777 and 601-595-2777
- Cerrejón Internal Control Email: [controlinterno@cerrejon.com](mailto:controlinterno@cerrejon.com)

### 7. Sanctions

Supplier declares and guarantees to BUYER(S), as of the date of this Offer and throughout its term, the following:

- (a) neither it nor any of its affiliates (collectively, the Company), or directors, senior management officers or managers, or, to the best of the Company's knowledge and belief, any person on whose behalf the Company is acting in relation to the subject matter of the Offer, is a person or entity (Person) that is 50% or more owned or controlled by a Person (or Persons) subject to any economic or financial sanctions or commercial embargoes administered or applied by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the US Department of State or the US Department of Commerce, the United Nations Security Council (UNSC, for its acronym in English), the European Union (EU), Switzerland, or any other relevant authority applying sanctions (collectively, Sanctions), or

that is based in, organized in, or resident in a country or territory subject to Am Sanctions (i.e., covering the entire country or territory) (including, as of the date of signing of this Agreement, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea and Syria) (a sanctioned Country) (collectively, a Sanctioned Person);

- (b) no Sanctioned Person has any financial interest or ownership interest in, and will not have any interest in, or derive any other financial or economic benefit from, the Offer; Y
- (c) will not use or make available the funds provided by BUYER(S) under the terms of this Offer (i) to finance or facilitate any activity or business of or related to any sanctioned Country or Sanctioned Person, or (ii) of any otherwise that could result in a violation of the Sanctions, or (iii) for any activity or business that could result in BUYER(S) being designated a Sanctioned Person (Sanctionable Activity).
- (d) the material does not originate in, originate from, or pass through any Sanctioned Country and you will endeavor in the future to ensure that the material does not originate in or pass through any Sanctioned Country.

Supplier will not violate this clause with respect to a Sanctioned Person when the relevant Sanctions are exclusively sectoral sanctions, that is, any Sanctions that do not freeze or block the assets and/or economic resources of a person, or broadly freeze or block the possibility of to make funds or economic resources available to such person, but merely restrict the ability of certain individuals or entities to access financing, or to export or import equipment, goods, technology or services, including, for the avoidance of doubt, Sanctions imposed under the Sector Sanctions Identification List maintained by OFAC (Sector Sanctions) and when the relevant activity or business is permitted under such Sector Sanctions.

If Supplier becomes a Sanctioned Person or if BUYER(S) reasonably believes that Supplier has violated or will violate this clause, BUYER(S) may (without incurring any liability of any kind) rescind or suspend all or part of the Offer with effect immediately by notifying the SUPPLIER, or taking any other measure deemed necessary for BUYER(S) to comply with the applicable Sanctions or avoid the Sanctionable Activity. Supplier will be responsible and will bear all costs, responsibilities and expenses of the type that BUYER(S) has assumed in order for BUYER(S) to exercise its rights under this clause. Any exercise by BUYER(S) of its right under this clause shall be without prejudice to any other right or remedy of BUYER(S) under the Offer through purchase orders.

In addition, BUYER(S) will not be obliged to comply with any obligation required by this Offer if doing so would or could give rise to the violation of any Sanction or was incompatible with it or would expose BUYER(S) to other risks of Sanctions, including, without limitation, the risk of being designated as a Sanctioned Person.