

## 1. DEFINITIONS

"CERREJON" is Carbones del Cerrejon Limited, and it is purchasing materials on its own behalf and in the name and on behalf of "CZN S.A.".

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

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

"Change Order" means a written modification to an Order in any form that CERREJON 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 CERREJON.

"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 CERREJON. 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 CERREJON 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 CERREJON. Based on these conditions, CERREJON will 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 between CERREJON and Supplier and supersedes all prior negotiations, representations and Offers, either oral or written, related to the subject matter hereof. CERREJON 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 CERREJON herein.

Supplier shall offer an option of extension, under the same terms and conditions, which may be exercised at CERREJON's discretion. In any case, it is provided that CERREJON 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 CERREJON's acceptance by the issuance of Purchase Orders.

**ACCEPTED OFFER** – With the issuance of a Purchase Order 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 CERREJON with the issuance of the Purchase Orders.

**TERMINATION.** Notwithstanding the term of the Offer, CERREJON 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, CERREJON 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, CERREJON 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. CERREJON retains the right to engage others to provide the same type of Materials without any liability to Supplier, and CERREJON 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 CERREJON'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** - CERREJON may, from time to time, issue Orders to Supplier under the Offer requiring Supplier to provide Material.

**Issuance by CERREJON.** 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 CERREJON. 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 CERREJON. 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 CERREJON the number of the Offer and the applicable Order number, together with CERREJON's material symbol numbers or other code numbers if furnished by CERREJON to Supplier. If Supplier is unable to comply with schedule or other requirements of the Order, Supplier shall immediately notify CERREJON. Substitutions of material will not be permitted unless authorized in writing by CERREJON.

**Order Suspension.** CERREJON 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 CERREJON.

**Order Cancellation.** CERREJON 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, CERREJON shall pay Supplier, subject to

other provisions of the Offer that may reduce or suspend payment, only for material delivered and accepted by CERREJON at time of cancellation and for cancellation or other charges or costs as may be agreed between the parties. Subject to the provisions of the Offer. CERREJON's sole liability to Supplier for cancellation is contained in this clause, and CERREJON 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

**Packing** – 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. Deficiencies in packing, 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** - CERREJON reserves 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** - CERREJON reserves 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 CERREJON's option Supplier shall be liable to CERREJON for the refund of any payment made by CERREJON for such returned material, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup. Acceptance by CERREJON 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 CERREJON 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 CERREJON. 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. CERREJON 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 CERREJON'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 CERREJON's responsibility.

6. **WARRANTY:** Without limiting the rights that CERREJON may otherwise have at Law, Supplier represents and warrants that during the warranty period it shall, at its sole expense, and at CERREJON's option and entire satisfaction, repair or replace the defective or deficient Material as soon as it receives notice from CERREJON 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 CERREJON to the place of destination - the means of transport being left to the discretion of CERREJON - 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 CERREJON, to remedy such defects, CERREJON 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 CERREJON 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 CERREJON 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 CERREJON. If any warranty cannot be so assigned, Supplier shall use its best efforts to make that warranty available for the applicable CERREJON's benefit to the maximum extent possible. Supplier shall deliver a copy of each written warranty provided by manufacturers to CERREJON. 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 CERREJON upon delivery and acceptance of conforming Material by CERREJON or CERREJON'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 CERREJON.
8. **ASSIGNMENT AND SUBCONTRACTING:** CERREJON 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 CERREJON'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 CERREJON.
9. **INDEPENDENT SUPPLIER.** In providing Material and performing other obligations under the Offer, Supplier shall be an independent contractor and not the agent or employee of CERREJON. Supplier shall have no authority to make statements, representations or commitments of any kind or take any other action binding on CERREJON, 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 CERREJON 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 CERREJON determines that it is likely that such breach may occur,

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

- Stop all deliveries or work relative to the Offer or order.
- Provide CERREJON or whoever it designates any material, equipment or component that CERREJON 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 CERREJON any work, material, equipment, part or component acquired directly by Supplier due to the OFFER, which are deemed to be pledged in favor of CERREJÓN 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 CERREJÓN, 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 CERREJÓN 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, CERREJÓN 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 CERREJON, 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 CERREJON, 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 CERREJON, 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 CERREJON, its affiliates, or third parties which is made available to Supplier and its employees and subcontractor's employees by CERREJON or its affiliates or which results from the work of Supplier and its employees or subcontractor's employees for CERREJON 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 CERREJON or its affiliates.
13. **USE OF TRADEMARK AND PUBLICITY.** Supplier shall not, without the prior written consent of CERREJON: a) use the name or registered trademark of CERREJON 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 CERREJON'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 anywise by it in connection with the Material sold hereunder, hereinafter "CLAIMS", and offers to indemnify, protect, and save CERREJON pay off and satisfy. Additionally, CERREJON shall have the right to retain out of any payment then due Supplier, an amount sufficient to completely indemnify CERREJON against any liens or legal actions which the CERREJON or CERREJON'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.** CERREJON 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 CERREJON'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 CERREJON and Supplier, the Indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

CERREJON shall not be liable to Supplier for consequential loss or damages. Supplier shall not be liable to CERREJON 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 CERREJON for use in CERREJON 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. CERREJON 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, CERREJON 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 CERREJON to examine and/or reproduce such documentation and data and to interview Supplier's personnel in connection therewith, as necessary for CERREJON 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 CERREJON.

18. **FORCE MAJEURE.** - Except as specified in the Offer, neither CERREJON 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 CERREJON 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 CERREJON 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 CERREJON. This obligation shall apply to the activities of the employees of Supplier in their relations with the employees of CERREJON 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 CERREJON or its representative shall reflect properly the facts about all activities and transactions handled for the account of CERREJON, which data may be relied upon as being complete and accurate in any further recordings and reporting made by CERREJON 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 CERREJON 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 CERREJON 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 CERREJON 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. Policies on Ethics, Conflict of Interests, Human Rights, Risk Management, Productive Work Environment and Fraud Control:** Regardless of the foregoing numerals, Supplier agrees and commits itself to homologate its own corporate policies on Ethics, Conflict of Interests, Human Rights, Risk Management, Productive Work Environment and Fraud Control with those of CERREJON set forth by this company in its operations, or to adopt such in case that it does not have them.

**F. Compliance with Anticorruption Applicable Laws and those regarding to the Prevention of the Money laundering and Terrorism Financing Risk:** The SUPPLIER, its controlling entities, subsidiaries, affiliates or other related parties, executives, directors, employees or agents that carry out activities derived from the OFFER or the Purchase Orders shall comply with all applicable laws regarding prevention and control to money laundering and terrorism financing as well as with applicable anticorruption laws included the Colombian laws, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act 2010 ("hereinafter Applicable Anticorruption Laws").

The SUPPLIER acknowledges that it is familiar with CERREJON's Guide for the Prevention of Corruption that forms an integral part of its Ethics Policy, Therefore it declares that neither the SUPPLIER, its controlling entities, subsidiaries, affiliates or other related parties, executives, directors, employees or agents have authorized, offered, promised or provided to a public officer or to any person or company, in the terms established in such Guide, or will give or authorize to offer, promise or provide, something of value, nor will receive or agree to accept any payment, gift or any other advantage that violates the Applicable Anticorruption Laws in relation to CERREJON or to the OFFER or Purchase Orders, also in conformity to the Guide. The SUPPLIER shall carry out the appropriate anticorruption due diligence to any sub-supplier in relation to the OFFER or Purchase Orders and shall inform to such sub-supplier about CERREJON's anticorruption policies and any other important policy adopted by CERREJON, before the execution of the scope of the OFFER or Purchase Order.

The SUPPLIER shall timely report to CERREJON when it is aware of any fact that may constitute a potential or real risk of corruption, money laundering, terrorism financing, property extinction or actual or potential breach by the SUPPLIER, its controlling entities, subsidiaries, affiliates or other related parties, executives, directors, employees or agents of the applicable anticorruption laws and those regarding prevention and control to money laundering and terrorism financing or of any behavior indicated in the CERREJON's Anticorruption Guide.

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 CERREJON'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 CERREJON's information and/or computing programs. This warranty also applies to any information transmitted by Supplier to CERREJON through electronic mail or any other method for transfer of files. Supplier shall indemnify CERREJON 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 CERREJON shall be for the account of and payable by CERREJON, and all such items imposed prior to the passage of title to CERREJON 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 CERREJON 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 CERREJON, 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 CERREJON'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 CERREJON. CERREJON undertakes that such notice and any related information provided by Supplier will be treated with the utmost discretion. CERREJON 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 CERREJON under the Offer, at CERREJON'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 CERREJON upon receipt by Supplier, or reimbursed to CERREJON 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 CERREJON 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 CERREJON under any Order shall be the property of CERREJON, 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 CERREJON.

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.** CERREJON 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 CERREJON shall limit CERREJON'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 CERREJON's acceptance of any Materials.

28. **AMENDMENTS.** Any amendment to the terms of this Offer shall only effective if made in writing and accepted by CERREJON. 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 CERREJON 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.