

## TERMS AND CONDITIONS SALES, DELIVERY AND PROCUREMENT.

### 1. Applicability. -

Hereby, we present the Terms and Conditions (the "Terms and Conditions") applicable to the customers of the company Proenfar S.A.S. ("Proenfar"), acting as provider or retailer of products, or in any other condition through which they acquire the products (the "Customers" or "Customer" or "Buyer").

The general Terms and Conditions of the Buyer which conflict or differ from the applicability of the present, which are not explicitly accepted and recognized by Proenfar will not be binding, even if they have not been explicitly rejected.

Any offer made by Proenfar is free and unbinding, the terms established in article 846 of the Colombian Commercial Code will not be applicable to any such offer, unless they have been explicitly recognized as binding or if their nature and application has been confirmed in writing by Proenfar.

This Sale and Delivery Term and Conditions will apply in a similar and with an unspecified or unreferenced manner to any and all future businesses carried out with the Customers when such operations imply similar and related businesses.

Through the emission of the purchase order presented to Proenfar by the Customer and/or the explicit electronic acceptance of the present Terms and Conditions, the Customer manifests their consent and acceptance to the present document. Furthermore, these Terms and Conditions will be considered accepted and consented to by clicking and/or double clicking the links in Proenfar website for that specific purpose, or those that are sent through email, or through the physical signature of the corresponding contract or specific purchase order, or receipt which includes any mention of this document.

Additionally, by carrying out any of the previously stated activities, the Customers declare that they possess legal capacity and are capable of entering into the obligations contained in these Terms and Conditions.

Notwithstanding the provisions of the previous paragraph, Proenfar may request that the Customer provides documents such as certificates issued by the Chamber of Commerce of their legal domicile, tax records, or any other document that allows Proenfar knowledge of the capacity, nature and legal status of the Customer.

### 2. Who is Proenfar S.A.S. -

Proenfar is an incorporated company according and in compliance with Colombian Law, with Tax Identification Number (NIT) 860.513.290 – 1, located in Bogotá D.C., Colombia, registered in the Chamber of Commerce of the city of Bogotá, Colombia, which specializes in the distribution of packaging for pharmaceutical, cosmetic and personal care items. Proenfar is the sole proprietor of the website: <http://proenfar.proenfar.com> and the company is a member of the Weener Plastics Group.

In any case, the owners of any right of personal data protection may demand such rights to access, update, rectify or suppress such data or to revoke any authorization through a written communication to the following email that has been established for such purpose: [datospersonales@proenfar.com](mailto:datospersonales@proenfar.com)

### 3. Personal data protection policy. -

With the acceptance of these Terms and Conditions, Proenfar is authorized to collect, use and manage any personal information or data associated with them, and all those that are supplied or collected in the future, for the purposes and terms described in Proenfar's Personal Data Treatment Policy, which can be found in the following link: [datospersonales@proenfar.com](mailto:datospersonales@proenfar.com).

In any case, holders of rights of protection of personal data may exercise their rights to know, update, rectify or delete the data or to revoke this authorization by sending a written communication to the mail data protection: [datospersonales@proenfar.com](mailto:datospersonales@proenfar.com).

Likewise, in the event that Proenfar SAS, delivers information that contains personal data, the provider must comply with the duties and responsibilities that may correspond to him as a data processor.

### 4. Acceptance of Terms and Modifications. -

4.1 Through the purchase of Proenfar's products, Customers declare knowing, accepting and abiding to the Terms and Conditions and complying with the legal requirements that enable them to access and acquiring such services in accordance with current legal provisions.

4.2 The herein contained Terms and Conditions constitute a legally binding agreement between the Customer and Proenfar.

4.3 Proenfar may carry out updates and modifications to the present Terms and Conditions in appearance as in characteristics contained in them, also this document may be changed or modified as new functions or characteristics are developed without said changes meaning any additional agreements to those already established herein by Proenfar. It will also be understood that continuing purchases of products or orders of purchase by the Customer constitute an acceptance of the Term and Conditions in this document.

4.4 Proenfar will publish any update to these Terms and Conditions in their website.

4.5 Proenfar may subject the sale and / or supply of exclusive products to the value of the credit line available to the customer at the moment of placing his order.

### 5. Terms for payments. -

5.1 Conditions for payment will be determined by the nature of the products delivered and will be specified through written documentation, which, may be a contract, a receipt, or a purchase order, or any other document of similar nature.

5.2 Moulds: When the product object requires the construction of a mould for fabrication by Proenfar, and such investment is assumed by Proenfar, the Customer must guarantee the purchase of a

minimum volume for a determined period in order to justify the outstanding balance caused by the mould. In this event, through a separate written document or in the respective purchase order, the parties will determine the conditions and formulas for payments and the corresponding period in order to recover Proenfar's investment as well as the compensation for the Customer if such condition is not fulfilled.

- 5.3 Any amount of money or debt for purchased products which are not paid within thirty (30) days after the receipt is emitted, unless another deadline is determined in a written document, will enable Proenfar to charge default interest on the debt at the maximum rate permitted by law.
- 5.4 Finished Product: For any finished product pricing will be determined by the corresponding pricing list informed to the Client within the commercial proposal, without taxes, or any transport cost or customs fee, which will be determined in the purchase order, receipt and/or contract between the parties. In any case, the receipt will include the final price, with the amount charged for IVA. Payments may not be suspended, or any sum compensated in any business account between the parties. Such actions will only be possible when a legal authority orders it or a reclamation over a breach is made within the legal relationship amongst the parties.
- 5.5 Proenfar may withhold deliveries of pending products when it reasonably suspects that the Buyer does not have the financial standards required to fully pay the undelivered products. Any previous late payment or breach of a contract obligation between the parties may substantiate any product retention and delivery halt of the product.
- 5.6 Prices offered by Proenfar in their pricing list or in any offer or commercial proposal and/or in any other document of a similar nature, may be readjusted when any substantial and/or considerable increase in the raw materials which are required for the products requested by the Buyer. In this event, a written document will be emitted, stating the specific adjustment to the final price.

## **6 Delivery terms. -**

- 6.1 Shipping and delivery period of products will begin as soon as the order is confirmed through the purchase order and will be considered met, once all of the conditions agreed upon between the parties have been met, or according to the defined INCOTERMS by the parties. In any case, the Buyer must comply with their obligations to enable the effective delivery of their products, which includes the acceptance of samples when applicable and the acceptance of finished product samples when such samples are applicable.
- 6.2 Proenfar may, notwithstanding any reclamation of their rights regarding any breach by the Buyer, request an extension of the maximum limit delivery date or a deferral for deliveries for a period equivalent to the one in which the customer breached their contractual obligations.
- 6.3 When the Buyer breaches their obligations to receive and accept their purchase, Proenfar, will be entitled to charge the purchase price and the storage costs of any product that was not accepted or claimed, and will be able to demand such payments immediately. In any case, Proenfar may demand any damage that is caused by the Buyer's actions, through an extrajudicial claim, or through

any corresponding legal claim, by the delay in the reception an acceptance of the products, or by the non-acceptance and lack of reception of any goods. Any risk originating of perishable goods or products will be transferred to the Customer or Buyer when they do not fulfil their obligations, regarding the acceptance and receiving of such products, when they have already been shipped from Proenfar's facilities.

- 6.4 When the Buyer has any complaint or reclamation related with failure of compliance with delivery times or failure of executing any delivery obligation, after a period of grace which will be agreed upon by the parties in accordance with section 8 of this document.

## **7 Dispatch and risk distribution. -**

The dispositions of INCOTERMS 2010 are applicable to delivery and risk distributions. The risk of loss of product will in any case be transferred to the Customer upon delivery, and, any loss occurring during the delivery will be attributed to the Customer, therefore they will be obligated in any case to pay the purchase price and will not have a right to a replacement of the lost merchandise or of the affected product.

## **8 Limited warranty and Responsibility for defects or failure of the products. -**

- 8.1 The warranty period will be of one year from delivery or, whenever acceptance is required, since the acceptance of the product.
- 8.2 When an inquiry is necessary due to a reclamation for a defective product or for the quality of the purchased product, Proenfar must be previously notified in order for them to exercise their right to check and inspect the products which are subject for the complaint.
- 8.3 Any rejected product will be kept available until Proenfar authorizes their destruction or disposal through a written document. If the complaint for a defective product is justified, Proenfar, will assume all of the shipment costs of retrieving the merchandise or the costs of destroying the product as Proenfar decides.

When rejected products or clearly defective products are processed they shall be considered as accepted according to international custom and use. Hence, they shall be considered as not having been rejected.

Any information or consult related to the suitability and use of the products delivered by Proenfar, are not binding and do not exonerate the Buyer of performing tests and trials of their own. As for the fulfilment of legal dispositions and provisions concerning the use of the products, the Customer or Buyer will be solely responsible.

- 8.4 If, regardless of all the precautions taken, the delivered products show a justified or recognized defect, Proenfar, if appropriately notified of the defect, will remedy it within a period agreed upon between the parties or keep the defective product, as Proenfar decides, will proceed to replace the lot or to impose a discount on the merchandise. Proenfar will always be granted the opportunity of carrying out any supplementary work within a reasonable period.
- 8.5 The Buyer will not have the right of termination of the contract when the breach of Proenfar's obligations are insignificant. In this context, insignificant will mean any

reclamation which arises from defects that do not exceed 0.3% of the total amount of lids or of 0.5% for any other plastic pieces. If only visual defects are found, the Buyer will have the right to terminate the contract when the defective material exceeds 4% of the total amount. The defects from a partially insignificant delivery will not give the Buyer any right of termination for the remaining goods.

- 8.6 Proenfar will manufacture the product according to the specifications provided by the Client, except the specific variations caused by deterioration of the materials or external circumstances to the quality or the process carried out by Proenfar which in any case must be found within the variability margin previously informed to the Client.
- 8.7 The limited warranty will be the only applicable claim by the Buyer for any verified defect and the only applicable and valid warranty for the products, which replaces and surpasses any other express or implicit warranty. The limited warranty will expire once the Customer processes or transforms the products or objects. The limited warranty is for the exclusive benefit of the Buyer. Proenfar does not extend their warranty to any third party, even if such third party is a client of the Buyer or regular final consumers. Any product which is not properly stored, used or transported, or maintained according to the specifications established by Proenfar will be excluded from the warranty. The warranty will be limited to repairing or replacing the products according to the established conditions and will be limited to the cost of replacing the corresponding product.
- 8.8 The exclusions from liability will be those specified in article 16 of Law 1480 of the year 2011 (Consumer's Statute).

## **9 Intellectual property rights. -**

- 9.1 Any third party's intellectual property rights, labelling regulations or similar third-party rights, including pertinent industrial design models, when these are based on information or regulations specified by the Buyer, will be exclusive responsibility of the Buyer. The Client will be responsible for the consequences of a breach of such rights and dispositions and will maintain Proenfar undamaged by such third party claims that they are liable for.
- 9.2 Any of the parties of the present Terms and Conditions must notify the other immediately and by writing if any complaints are presented for the infringement of intellectual property rights of any third party.
- 9.3 Proenfar will own and have any intellectual property rights, within their own estate, which arise from any document that has been provided to the Buyer during the execution or negotiation of the transaction, this include calculations, designs, illustrations, design models, etc. Any such document or information and content cannot be shared with any third party unless Proenfar has agreed to it in a previous written document.

## **10 Moulds and production tools. -**

10.1 All designs, models, clichés, illustrations, embossed stamps, moulds or any other production resource. Will be charged in proportion in accordance with each Party's participation, if agreed by them, or if the

investment in the specific mould is undertaken by Proenfar Section 5.2 will be applicable.

10.2 Proenfar, will store any production mould for any future orders, the company will procure fire hazard insurance and will guarantee their maintenance. The cost for mould substitution of useless will be assumed by Proenfar, only in case of gross negligence or wilful intent. Proenfar, as the proprietor of all and any rights over the mould (when applicable), will have the right to destroy the production moulds, or to use them when the Buyer no longer issues purchase orders for the products in question, when the vesting period ends or when the minimum purchase volume is depleted, unless otherwise stipulated.

10.3 Any and all production moulds will remain in Proenfar's ownership, no transference obligations will be applicable.

10.4 When any mould and/or production tool is provided by the Buyer, Proenfar, will not be responsible for any adaptation for their operation. Proenfar, will be responsible according to legal dispositions in the case any damage or harmful reclamation is imputable to the company for gross negligence or wilful intent (including authorized representatives or agent). As long as Proenfar isn't found guilty of a wilful breach of contract, their responsibility for any damages will be limited to foreseeable damages, and in any case according to the limitations established in Section 11 of the present Terms and Conditions. In any such event, when the Client provides Proenfar with the mould for the fabrication of the acquired products it will be held under a gratuitous bailment for any obligation which arises from such contractual arrangement.

10.5 In any event where Proenfar, applies a full investment for the design of the moulds, any intellectual property right and ownership of the mould will be exclusively for Proenfar. In the event, the Client requires exclusivity in the use of the mould, Section 5.2 of the present document will apply, according to the specific purchase warranty for the products until the investment made by Proenfar in volume and time is repaid as is agreed upon by the Parties.

## **11 Liability. -**

11.1 Responsibility will be limited in accordance with Section 8 of this document, including any kind of responsibility of the following hypothetical nature: the breach due to impossibilities of any kind, breach due to defective or incorrect delivery, breach of any contractual duty during negotiations and any other civil tort liability.

11.2 Proenfar will not be liable for negligence or serious faults of their legal representatives, employees, affiliates of any nature and agents, when there is no essential and substantial breach of the company's contractual obligations. The essential and contractual obligations of Proenfar, will be those of delivering and supplying the products in the previously agreed period, and those of supplying useful and functioning products which are free of defects during their reasonable useful life expectancy, as long as, the treatment, use and storage specified by Proenfar are met accordingly.

11.3 Proenfar's liability will be limited to direct damages that are duly documented and accredited by the

Customer as long as they occurred within the limit established in Section 11.4, and will not be liable for any indirect damages, loss of utilities and/or earnings, or loss of profit.

11.4 In any case where Proenfar's liability is demonstrated, such liability will be limited to the amount of the purchase order in which the breach has occurred, unless agreed upon differently in writing, which must be duly demonstrated by the Buyer.

11.5 Any exclusions and limitations of responsibility mentioned previously will be applicable to all Proenfar personnel, include its legal representatives, employees, affiliates, and any other Proenfar agent.

11.6 Proenfar, will be liable according to legal dispositions as long as it has willingly breached its obligations. In this event, liability will be limited to foreseeable and direct damages. A substantial contractual breach will occur, when it is related with the duty of execution of an obligation by one of the Parties, and the other Party had the right to require it. Any liability caused by culpable damages associated with the life, health and physical integrity of people will be regulated by contractual and tort civil liability regulations and laws.

11.7 Proenfar, will not be liable for the failure in delivery or delay of the products, as long as such events are caused by force majeure or acts of god. (Such as, any form of operative disruptions, difficulty's due to lack of materials or energy, transport delays, impacts, legal impossibilities, lack of labour power, lack of energy or raw materials, difficulties to obtain necessary regulatory measures, mis-delivery or delay by the supplier, or any other unforeseeable event, or which occurs outside of the scope of control of Proenfar) or any other event which is unforeseeable and unpredictable and irresistible at the moment of entering into the Agreement, which are absent of control.

## **12 Applicable law and jurisdiction and arbitration. -**

All contracts whose purpose is the sale and/or delivery of products and objects by Proenfar, will be regulated exclusively by Colombian Law.

The place of jurisdiction for all and any reclamation that arises from any such contract is Colombia.

As long as the confirmation of the product establishes otherwise, Proenfar's place of business, will be the one agreed by the parties for completion.

Any dispute arising with the present Terms and Conditions or their execution, validity or execution of any contract in which Proenfar acts as retailer or supplier in the terms of the present document containing such Terms and conditions, will be decided by a court of arbitration established under the rules of the Center for Negotiation and Arbitration of the Chamber of Commerce of Bogotá. The tribunal will be composed by one (1) judge designated by the previously stated rules. The venue for the tribunal will be the city of Bogotá, Colombia, and the specified language for the arbitration process will be Spanish.

## **13 Confidentiality. -**

For the specific purpose of these Terms and Conditions, confidential information will mean: Any corporate,

technical, financial, treasury, commercial, strategic, artistic, structural, processes or systems and any information related to the operation of any past, present and/or future business of Proenfar and the Buyer, whether such information is written, oral or visual, that they know or have access to in any format and through any of their officials, external associates or their clients. Therefore, Proenfar and the Buyer will:

13.1 Keep in absolute confidentiality and secrecy any material, raw materials, instruments, processes and about the different ways in which the different Parties operate.

13.2 Keep in absolute confidentiality and secrecy any and all confidential information, in order to protect it from any third party's knowledge.

13.3 Refrain from editing, copying, compiling or reproducing in any format the confidential information. To that effect, the Parties must manage the user names, passwords and content confidentially, all of which they will refrain from making copies or reproductions of the data contained in them.

13.4 Handle any material delivered by the opposite party responsibly.

13.5 Refrain from using confidential information in any way, directly or through third parties, in matters, businesses and/or activities of any kind, apart from those agreed upon and/or previously authorized.

13.6 In the event of termination of the employment and/or commercial relationship for any reason, the Parties will return to the respective party, all the confidential information they possess, be it in written documents, magnetic storage formats or in any other format and to delete them completely of any computer or device in their possession.

13.7 Assuming any and all damages, harm, expenses and costs that are suffered by the misuse or inadequate management of confidential information or the breach of any confidentiality or secrecy obligation.

13.8 Each Party accepts and declares that all of their confidential information is exclusively their property and has been revealed solely with the purpose of complying fully with their tasks and responsibilities, regarding the present Terms and Conditions.

## **14 Independence between the Parties. -**

The Buyer manifests that they are not an agent, or representative of Proenfar, or have the power to obligate Proenfar with any third party or to sign any contract for Proenfar. Due to the contractual and commercial relationship between the Buyer and Proenfar, there is no employment relationship between them. For that matter, nor the Buyer's workforce, or their subcontractors or representatives may act as employees, agents, commissioners or representatives of Proenfar, and will not be considered as such for any reason. Thus, the Buyer will keep Proenfar unharmed, regarding any reclamation or claim that their employees make, due to their salaries, compensations, or parafiscal charges, social security payments and any other similar or respective affair.

**15 Closing dispositions. -**

15.1 If any of the previously established provisions loses its validity, this will not affect the validity of the other dispositions.

15.2 Any ineffective Section will be replaced by an effective one which fulfills the closest economic purpose to the related ineffective disposition.

**B. TERMS AND CONDITIONS FOR ACQUISITIONS AND PURCHASES**

**I. Applicability. -**

Hereby, we present the Terms and Conditions applicable to every contract in which Proenfar acts as a Buyer or product/service acquirer, or to any future delivery, service and offers done by providers, even if there are not specifically negotiated again.

This Term and Conditions will apply in a similar and with an unspecified or unreferenced manner to any and all future businesses carried out with Proenfar when such operations imply similar and related businesses.

The general Terms and Conditions of the Provider which conflict or differ from the applicability of the present, which are not explicitly accepted and recognized by Proenfar will not be binding, even if they have not been explicitly rejected.

Through the emission of the offer presented to Proenfar by the provider and/or the explicit electronic acceptance of the present Terms and Conditions, the Providers manifests their consent and acceptance to the present document. Furthermore, these Terms and Conditions will be considered accepted and consented to by clicking and/or double clicking the links in Proenfar website for that specific purpose, or those that are sent through email, or through the physical signature of the corresponding contract or specific acceptance of the offer.

Additionally, by carrying out any of the previously stated activities, the Providers declare that they possess legal capacity and are capable of entering into the obligations contained in these Terms and Conditions.

Notwithstanding the provisions of the previous paragraph, Proenfar may request that the Provider provides documents such as certificates issued by the Chamber of Commerce of their legal domicile, tax records, or any other document that allows Proenfar knowledge of the capacity, nature and legal status of the Provider.

**II. Execution and enforcement of the contract.-**

1..For the execution and enforcement of the offers done by the providers, they require an express acceptance done by an official letter sent by Proenfar, Likewise, any amendment done to the accepted offers must be ratified in the same terms by Proenfar.

2. Before any confirmation of the offer done by the provider, Proenfar can reject any offer without engaging in any liability by doing such act.

3. Proenfar may end any contract in any time, by sending written notice with this purpose to the provider, when

Proenfar cannot longer use the ordered products in its business operations as a result of later circumstances. In the said notice, Proenfar will explain the motive of the termination of contract and will do the payments of the partial deliveries done by the provider.

4. In terms of quantity, quality and design of the Goods, the provider must comply in its offers with the approved and specified orders done by Proenfar. Proenfar must be notified by written of any effective or potential change in the orders.

**III. Price, shipment, and package.-**

1. The prices agreed are fixed prices and does not include any later claims of any type. Unless that is agreed expressly, all the costs of the package, shipment , tax and customs expenses, are include in the prices offered.

2. In the case that the production cost of the provider changes in percentage more than 10% and this fact was not predicted by the parties, each party may have the right to request a re negotiation of the prices. Nevertheless, Proenfar is not bind by the modified prices, even more, in the case when such prices are higher.

3. Every correspondence, such as Boarding notes, shipment notes, invoices, and similar, must include the number of the order done by Proenfar. The provider must quote the name of the person who orders, and if is applicable, the party that is requiring the shipment note and the invoices.

4. Unless is expressly contrary agreed, the cost and risk of the shipment will be in charge of the provider until the product arrives to the agreed location.

**IV. Invoices and payment conditions**

1. The invoices issued shall be file along with all the necessary documents and the data agreed by the parties later to the delivery of the product or, in the case there was not agreement over this matter, along with the usual documents and invoices- as they met the Colombian legal requirements for these purposes-. The invoices that are not issued properly will only be duly accepted by Proenfar until they have been corrected.

2. They payment of the invoices shall be done by the usual commercial methods and/or the methods agreed with Proenfar, during a term that will be no less than 60 working days, unless the parties have agreed a different term. Anyhow, the payment politics of Proenfar shall be applicable, which will be informed to provider.

**V. Delivery dates, delays and Force majeure**

1. The delivery dates agreed are binding and shall be strictly complied by the providers. The receiving of goods in the agreed location of delivery will establish the complying criteria. For this purpose, prior to the delivery, the schedule shall be established in order to have the needed time and personal to attend the receiving of the product.

2. When it can be predicted that a delivery date will be exceeded, the provider shall immediately notify Proenfar by written, indicating the motive and the expected term of delay. Even if the notification is sent, to exceed a date

of delivery shall have the consequences of a contractual breach.

In urgent cases, specially to avoid the loss of the production or in concern of the duties of delivery, Proenfar will have the right to obtain the goods by other means paid and in charge of the provider and without the need of other necessary acts.

3. In case of default in a Delivery, Proenfar will have the right to the respective claims, including the right to request damages and the rescission of the contract, among all the other legal alternatives.
4. In case of delay in the delivery, after prior written notification to the provider, Proenfar can impose a penalty equivalent to 0,5% of the price of the order for each week of delay. The penalty shall be discounted taking in account the damages for default claim that the provider shall and could pay.
5. In case of delivery before the agreed date, Proenfar can return the products. The cost of the returning of the products will be in charge of the provider. Nevertheless, if the products are accepted, they will be stored in Proenfar's facilities, until the date agreed comes. In terms of payment, only the agreed date of delivery shall be valid.
6. The partial delivery of goods will only be accepted by explicit agreement between the parties.
7. Even if the delivery was accepted, the risk will be transferred to Proenfar, only if the goods were delivered in the location agreed.

#### **VI. Warranty**

1. Any evident delivery defects and especially those where the delivered quantities differ from the ones specified in Section II, as well as any notorious transport defects will be notified by Proenfar, as soon as they are discovered or detected under circumstances of the normal course of business operations. Any notification concerning such defects will be considered opportune if presented within seven business days after receiving the delivery. Any other defects must be notified within seven business days after being discovered or detected.
2. Provider guarantees that their products have the discussed quality and that they comply with the specifications requested by Proenfar. Unless instructed by Proenfar, any modifications or deviations from such specifications will require a previous consultation and approval.
3. Proenfar, will have the right to claim any contractual or legal right that they are entitled to for any defect, including but not limited to the right of reparation for any damages or expenses.
4. If the supplier doesn't comply with a request for reparation or correction of defects, or the substitution within ten (10) business days, or immediately if such substitution is for any granule or ink, they will be held accountable for the failure in the substitution; in this case, the requesting Party will have the right of termination of the contract as soon as possible and

will be able to claim any damages instead of the execution of the contract.

#### **VII. Liability for product, Insurance Policies.**

1. Provider will be responsible for all reclamations made by any third party for injuries or any property damage when they are caused by a defective product and the Provider will maintain Proenfar unharmed for any liability which arises from the first solicitation. If Proenfar is forced to reclaim products from third parties due to defective products delivered by the Provider, then the Provider will undertake any cost for the retrieval of the products.
2. Proenfar and the Provider will communicate constantly and support each other in their legal defense. In any case Provider will hire liability insurance policies for the product, and will supply evidence of payment for such policies to Proenfar when they are required.

#### **VIII. Protection of Intellectual Property.**

1. Proenfar will keep their ownership over physical and intellectual property contained in purchase orders such as blueprints, images, calculations, descriptions and other documents which are shared with the Provider. The Provider will not share any such property with any third party without the previous express and written consent and will refrain from using any such property for their own gain or allow third parties to use or copy anything. At any given time PROENFAR SAS may order the Provider to return any document in full, when they cease to be used in the normal business operation or when the negotiations fail and no contract is signed by the Parties.
2. Any tool, device or design model which has been given to the Provider by Proenfar, or which was made for the specific purpose of the contract and charged separately to the Provider, will remain as Proenfar's property or will be transferred to them. These tools, devices or design plans must be marked as Proenfar's property by the Provider, stored safely, insured against any damage and used only for the purpose specified within the contract.
3. The cost for any reparation or maintenance will be split by the Parties of the contract, unless they otherwise establish. In the case where such costs are caused by defective products made by the Provider, or by any misuse given to them by the Provider, their employees or any other of their agents, they will be paid entirely by the Provider.
4. The provider will notify Proenfar immediately of any and all damages to said objects, except insignificant damages. If requested, the Provider will be obligated to deliver said objects to Proenfar in adequate conditions, when they are no longer being used to execute the contracts signed between the Parties.
5. Provider's physical or intellectual property right will be applicable to any payment obligations of Proenfar, for the corresponding products, and Provider reserves such rights; particularly, no extensions over reservations of intellectual property rights will apply.

**IX. Intellectual property rights and liability for ownership controversies.**

Chamber of Commerce of Bogotá, unless, the Parties agreed something different in a separate document.

1. Provider guarantees that any and all deliveries will be exempt of any reclamations by third parties and particularly that deliveries and use of any delivered product don't violate any patent, license or any other intellectual property right of any third party in the country or place of execution or the proposed country where the products will be used, which are known to the Provider.
2. Provider will maintain Proenfar or their clients unharmed from reclamations made by third parties concerning the potential violations of intellectual property rights and will be solely responsible for any and all expenses which were assumed by the affected Party.
3. In all other aspects, the terms established in the present Terms and conditions will apply to other reclamations for defects.

**X. Non-disclosure.**

1. The Parties of these Terms and Conditions agree to keep any information or knowledge which was disclosed during the course of operations of their relationship in strict confidentiality. Particularly, they agree on the confidentiality of any images, blueprints, calculations of formulas, design sketches, design models, and any other document, information or data. The content of any of the previously listed information or documents may only be disclosed to third parties when previously expressed in writing by the owner of the information or document.
2. This non-disclosure obligation will survive indefinitely after the termination of the present document and even if this contract isn't signed or approved by the Parties. The documents which are received by a Party will be returned to the other Party fully and including all copies; all files will be returned or destroyed permanently unless otherwise established in this contract by an obligation to keep records.

**XI. Closing dispositions.**

1. In case any of the dispositions contained herein is considered invalid, such invalidation will not affect any of the other dispositions of the present document.
2. Provider will not have the right to assign the execution of any purchase order to a third party unless a previous written consent is given by Proenfar accepting the assignment.
3. When the Provider stops supplying products to Proenfar, or stops paying their suppliers, when bankruptcy claims are filed against the Providers properties, or when debt settlements are reached for the Provider's properties, the affected Party may terminate the contract without any previous payments for damages or notices are required.
4. Proenfar place of business will be the place of execution of the confirmation of an order unless otherwise agreed by the Parties.
5. Any dispute or claim presented against the purchases made by Proenfar, will be resolved under Colombian law, and will be settled by The Court of Arbitration of the