

MSM's PURCHASING CONDITIONS

1. Scope of application

The GENERAL PURCHASING CONDITIONS -hereinafter **GPC MSM**- shall be applicable in all the purchase/sales or supplies -henceforth, the PURCHASE-, in which the acquirer or purchaser is MINERA DE SANTA MARTA, SA -hereinafter, **MSM**-, of merchandise, machinery and other elements -henceforth, the PURCHASE ITEM- for those in which no specific contract has been entered into by MSM and the SELLER.

They shall be published for general knowledge of all the SELLERS in the MSM website.

These conditions shall apply from the date May 19th, 2023 until they are substituted by other subsequent conditions.

2. Documentation of the PURCHASE

The PURCHASE is documented in MSM's purchase order -henceforth, the **PURCHASE ORDER**- and, where applicable, in the document by which the SELLER accepts the PURCHASE ORDER.

The acceptance of the PURCHASE ORDER by the SELLER entails the acceptance by the latter of MSM'S GPC in that PURCHASE, which shall be the only ones that will regulate it, even in the case where the SELLER may set out some general or similar selling conditions, whose application shall be fully substituted by MSM'S GPC.

If the SELLER wants to insert any clause, pact or condition into the PURCHASE that is different from those regulated in the PURCHASE ORDER or in MSM'S GPC, the SELLER must expressly request it in its PURCHASE ORDER acceptance document and obtain from MSM its express and written conformity with said request. The reference to its general conditions shall be considered as not being made unless they had been expressly accepted in writing by MSM.

In the absence of a PURCHASE ORDER acceptance document, the beginning of any work or the implementation of any act by the SELLER that involves starting to carry out the PURCHASE ORDER shall be understood as acceptance of the PURCHASE ORDER by the SELLER.

3. Price and payment method

The price and payment method shall be those specified in the PURCHASE ORDER. In case no payment method is specified in the PURCHASE ORDER, its price shall be paid by bank transfer 45 days from the invoice date, with payment being due on the 15th or 25th of the corresponding month, whichever date is nearest to the expiration of the 45 days from the invoice issue.

4. Delivery place, date and conditions

The delivery place, date and conditions shall be those indicated in the PURCHASE ORDER.

Delivery must be accepted by MSM whenever it is done on the delivery date indicated in the PURCHASE ORDER and when the PURCHASE ITEM meets the integrity of the PURCHASE ORDER specifications and that which is required by the current Spanish legislation on the delivery date for acquisition by MSM and for its use in industrial or any other type of work.

The PURCHASE ITEM shall not be considered delivered until the documentation has also been delivered as requested in the PURCHASE ORDER and in the legislation to transfer ownership of the PURCHASE ITEM, as well as that required for the obtaining of any permit or authorisation necessary for its operation.

If the PURCHASE ITEM is delivered packaged or if conducting an analysis is necessary to determine its quality, and if MSM's quality controls clearly show that the PURCHASE ITEM does not comply with the agreed quality, MSM may reject the PURCHASE ITEM in the period of seven days from the delivery of the PURCHASE ITEM, with the SELLER having to remove it, with all the expenses that this entails being payable by the SELLER.

In case of a disagreement concerning the quality of the PURCHASE ITEM between MSM and the SELLER, it shall be submitted for an expert opinion from an official organisation competent in the subject, chosen by MSM, in order to conduct an alternative analysis, with this opinion being binding on both parties. The costs of this opinion shall be paid by the party against whom the disagreement is resolved.

In case of non-compliance with the delivery date, MSM can choose (i) to terminate the PURCHASE ORDER and reject the delivery of the PURCHASE ITEM, with the SELLER having to reimburse, where applicable, the amount previously paid by MSM, as well as all the damages and losses caused by the SELLER, or else (ii) to accept it, applying a penalty equivalent to 5% of the amount of the PURCHASE ORDER for each week of delay, with a limit of 50% of the PURCHASE price. These amounts can be discounted from the price pending payment. MSM and the SELLER shall pay the expenses that correspond to each one according to the Incoterms set out in the PURCHASE ORDER or, failing that, according to the delivery terms established therein.

5. Guarantee

In absence of an agreement in which a guarantee of longer duration is granted, the SELLER guarantees the PURCHASE ITEM for a period of two (2) years from the date in which the PURCHASE ITEM was delivered. This period shall begin again if any repair or substitution of guarantee on the PURCHASE ITEM is carried out in line with this clause.

The guarantee covers all the repair and/or substitution expenses of the PURCHASE ITEM, both manpower and materials and other expenses such as, including and without limitation, trips, food allowances, transport, ..., which will all be payable exclusively by the SELLER.

6. Industrial and Intellectual Property

The SELLER guarantees that the PURCHASE ITEM does not infringe on any intellectual and industrial property right of any third party. Furthermore, the SELLER exempts MSM from any liability in which it might incur regarding the PURCHASE ITEM derived from any intellectual and industrial property rights of third parties, for whatever reason, and shall immediately reimburse MSM for all the amounts that the latter has had to pay due to the foregoing condition.

7. Assignment and subcontracting

Neither of the parties may assign the rights and obligations of the PURCHASE ORDER without the written consent of the other party, the sole exception being that MSM can assign the PURCHASE ORDER, fully or partially, to any of the companies that form part of the group of companies to which it belongs.

8. Expenses

MSM and the SELLER shall each pay the expenses that correspond to them according to the delivery conditions laid out in the PURCHASE ORDER.

9. Taxes

With the exception of the VAT, which will be paid by the one to whom it legally corresponds, any other tax associated with the PURCHASE shall be paid by the SELLER.

10. Termination of the PURCHASE ORDER by MSM

In case of non-compliance and/or lack of timely compliance or defective compliance of any of the SELLER's obligations, MSM shall have the right to notify the total or partial termination of the PURCHASE ORDER or the suspension of its implementation, fully or partially, with the SELLER being liable for any damages and losses the termination causes MSM. This shall be done by means of a written notification from MSM addressed to the SELLER.

11. Data protection

The personal data of natural persons -the Data- that are provided or have been provided in relation to a PURCHASE by one of the parties to the other, whether they are of their representatives, workers, subcontractors' workers or any other natural person -hereinafter the Stakeholders-, shall be processed by the other party exclusively for the purpose of carrying out the PURCHASE and to comply with all the legal and contractual obligations derived from it.

The Data shall be preserved during the execution of the PURCHASE and, once this has ended, while it is necessary in order to comply with any legal obligation. The Parties can preserve their respective copy of the contract on paper or on digital medium according to their respective filing rules.

So that the Stakeholders may exercise, in the legally provided cases, the rights of access, rectification, deletion, opposition, limitation of processing and portability of their Data, with respect to the Data provided to the Buyer, the following e-mail address is designated: datospersonales@samca.com.

The Stakeholders may also present a claim to the Spanish Data Protection Agency (www.aepd.es).

12. Compliance

The Seller declares that it knows the Code of Ethics and the Compliance Policy of the SAMCA Group, which have been made available through the following link <https://gruposamca.com/cumplimiento-normativo>, and it undertakes to maintain, either directly or through its suppliers, contractors and/or subcontractors, during the execution of the Purchase Order, conduct in keeping with the current laws at every moment and with the Code of Ethics and the Compliance Policy of the SAMCA Group.

13. Applicable legislation

The PURCHASE shall be governed by Spanish legislation.
