

GENERAL TERMS AND CONDITIONS OF PURCHASE

A. BACKGROUND

TERMINAL CUENCA DEL PLATA S.A. (hereinafter TCP) is the company in charge of operating and managing the specialized container terminal at the Port of Montevideo, in accordance with the terms set forth in Decree 137/2001 of April 25, 2001, and 114/2021 of April 16, 2021.

The Supplier is deemed to be a company specialized in providing the goods and/or services required by TCP, duly constituted and registered in accordance with applicable legislation, and is experienced in the relevant field and fully qualified to perform the services or supply the required goods, and has adequate equipment, materials and qualified staff to provide such goods and/or services.

These General Conditions (GC) apply to any agreement between the Supplier and TCP, in their respective capacities as supplier of goods and/or services and contracting company

B. DEFINITIONS

- 1) The terms below shall be construed as having the following meanings in this Contract and in all documents forming part of it, as well as in any documents issued in the future in relation to this Contract, unless expressly assigned a different meaning.
 - I. Owner or TCP: Terminal Cuenca del Plata S.A.
 - II. Contractor or Supplier: the company or person that enters into a commercial relationship with TCP
 - III. Parties: Both TCP and the Supplier.
 - IV. Goods or Services: the only and indivisible purpose of this Contract, comprising the goods to be supplied and/or all the tasks to be carried out in accordance with the agreed terms. If applicable, Services include all activities that the Supplier must carry out, whether permanent or temporary, as well as all the materials, equipment and labor provided by the Supplier, and all the actions and obligations of the Supplier arising from this Contract, for the full performance thereof.
 - V. Contract: these General Conditions and all other documents (Engagement Letter, Purchase Order, etc.) expressly agreed by the Parties.
 - VI. Contract price: the price the Owner shall pay the Supplier in accordance with the terms set forth, in exchange for the Supplier's full compliance with its contractual obligations.
 - VII. Force Majeure: events beyond the control and will of the Parties, which are unforeseeable and irresistible, such as extraordinary climate conditions, tides rising over the known maximums, earthquakes, epidemics, wars, riots, revolutions, and other similar events, which cause an absolute or objective impossibility to perform the Contract.
 - VIII. Terms: all the periods of time and deadlines set forth in this Contract shall be counted in calendar days, including therefore holidays of any type (such as working and non-working holidays). When a deadline falls on a non-working day, said deadline extends to the first working day immediately after it. Working days are those in which private companies generally work in Uruguay.
 - IX. Documents: the documents that the Parties may sign, under the Contract, and attached to it.
 - X. Authorization: any authorization granted under this Contract. All authorizations, without exception, shall be given in writing, in advance, and expressly refer to the

authorized action or actions. There will be no authorizations, consents or conformities issued otherwise.

XI. Terminal: the container terminal (Muelle de Escala) of the Port of Montevideo, Uruguay, and its business offices located on Buenos Aires 275 and Buenos Aires 263.

- 2) All references included in these GC to terms, stipulations, clauses, paragraphs, etc. refer only to articles or chapters of the GC, unless expressly stated otherwise

C. GENERAL

- 1) This document is the general framework that will govern the relationship between TCP and the Supplier and will be valid unless otherwise specifically agreed in writing and signed by the Parties.
- 2) If a clause in this GC is invalid or in conflict with regulations or legislation in force, said clause shall be deemed unwritten to preserve the validity of all other clauses in this document. The Parties shall take the necessary measures to substitute said invalid clause for a valid one, which shall describe as close as possible the initial objective of the Parties.
- 3) If there are any contradictory clauses within this GC and/or any of the Contract, the spirit of the GC and the terms set forth by the Parties shall always prevail. The rendering of contracted services or supplying goods will not be interrupted during conflict-solving negotiations. Any stipulation, which may differ from the provisions tolerated by the Owner, shall not be considered as an acquired right.
- 4) The Parties hereby agree that all information related to the activities of the other party that they may have obtained during the negotiations leading to the execution of the Contract and any information obtained during the rendering of the services shall be treated as confidential information, and the Parties commit not to use or disclose said information without the prior written consent of the other party.
- 5) Amendments to the Contract are possible only by an express written document signed by both Parties. Active or passive conduct from the Parties are not considered amendments to this Contract, nor waivers to rights or authorizations.
- 6) The Contract is governed by private law, which only constitutes a contractual relationship, and does not create any mandate, association, business participation, employment relationship or any other relationship.
- 7) The Supplier shall not assign, totally or partially, directly or indirectly, the Contract or any rights that may arise from it, without the previous written consent of the Owner.
- 8) The obligations respectively assumed by the Parties are indivisible.
- 9) To fulfill the Contract, the Supplier may use its own personnel or subcontract third parties, in part or in total. In any case, the Supplier agrees and accepts that it is solely responsible for compliance with Contract terms and conditions
- 10) **Right of information:** the Owner may request the Supplier to exhibit monthly the documents that the Owner deems necessary in order to verify that the Supplier is up to date and complying with its obligations towards employees and staff assigned to the services contracted by the Owner, in DGI, BPS, BSE, Ministry of Labor and Social Security, and any other authority with competence with regard to the Supplier's activities. The corresponding documents must be submitted in a maximum period of 15 working days, counted from the date of the request by the Owner. To the effects of this clause, all communications via e-mail will be valid.
- 11) **Right of non-payment:** If the Supplier does not comply with the obligation of submitting the requested documents, or delivers only part of them, or if the documents reveal that the Supplier has failed to comply with any of its obligations, TCP may retain and suspend the payment of the contracted price until the Supplier regularizes said situation. TCP will have that same right in case of receiving any conciliation notice from the Ministry of Labor and Social Security due to the claim of an employee or ex-employee of the Supplier, or any other type of notification or claim which may involve

TCP in an eventual economic obligation arising from a possible non-compliance by the Supplier. If any of the Suppliers' employees or subcontractors should initiate a judicial or extra-judicial process against TCP, TCP shall retain the Price until said process is finished. TCP will have the same right if facing any type of judicial or extra-judicial process that may involve the payment of an economic fine. If a sentence or administrative resolution is issued against TCP, TCP will be able to use the money retained to pay said sum, and the amounts paid for this concept shall be considered as Payments of the Contract Price. Should TCP choose not to exercise any of its rights arising from this Contract, that will under no circumstances be understood as a waiver to those rights.

- 12) The Parties hereby agree that the Supplier shall be in automatic default by mere expiration of the deadlines or by doing or not doing something opposed to the terms herein.
- 13) The Owner may terminate the Contract if any of the following circumstances occur, with no consequences or responsibilities, and by simple notification to the Supplier:
 - I. Changes in the shareholders of the Owner, for any reason.
 - II. If the Supplier is declared bankrupt, in liquidation or insolvent, or if there are ongoing legal procedures against it or if it has applied for bankruptcy or general agreement with its creditors.
 - III. Non-compliance or violation of contractual stipulations.
 - IV. Partial or total suspension of the services by the Supplier for a period greater than 30 (thirty) consecutive days for any reason.
 - V. Abandonment of the services or failure to continue performance by the Supplier
 - VI. Disobedience by the Supplier of orders or instructions given by the Owner.
 - VII. Cancellation of any authorization, license, bond or register of the Supplier. The Supplier hereby commits to inform the Owner immediately in writing of any such cancellation.
 - VIII. The expiration or non-renewal of any insurance policy requested from the Supplier.
- 14) All applicable fines and all costs paid by the Owner to ensure performance of the Contract will be deducted from the payment of outstanding invoices from the Supplier or be enforced against the guarantees that have been provided. The Supplier shall make a credit note for said amounts.
- 15) The Owner will pay the Supplier's invoices 30 days after they are approved and according to the payment schedule published on the Owner's website. TCP will not accept endorsed invoices or invoices for services not yet rendered. Payments shall be made by bank transfer to the bank account designated by the Supplier, as notified to TCP through verifiable and legally valid means of communication. The funds transferred by TCP to said account and the receipt for the deposit shall be sufficient proof of payment. In exceptional cases, TCP may pay the Supplier with a check issued in its name, to be deposited in a bank account, and delivered by TCP or by a local bank against a receipt issued by the Supplier. The Owner hereby reserves the right to pay applicable VAT (value added tax) with credit certificates.
- 16) All documents, bulletins, handbooks, etc., submitted to the Supplier (i.e. the "Welcome" bulletin, Terminal information, instructions to circulate within the Terminal, rules to contribute to environmental protection and to safety and occupational health within the Terminal, evacuation plans, the Owner's quality, environmental, safety and occupational health policies), form part of the Contract.

D. PURPOSE

- 1) TCP hereby engages the Supplier, who accepts such engagement, to carry out the Services or deliver the Goods, according to the terms set forth in the specific documentation, and the Supplier commits to execute all necessary tasks to carry out the assigned engagement until its completion, and/or deliver the goods according to the customary rules of the trade, as specified in the Contract.

- 2) Unless stated otherwise in the specific documentation, the Parties agree that any services subject to the Contract are not considered outsourcing as set forth in Laws 18.099 and 18.251
- 3) The purpose of the Contract is unique and indivisible.
- 4) The Supplier hereby declares that it has inspected the Terminal facilities and expressly agrees in this respect.
- 5) The Supplier shall carry out the assigned tasks and/or deliver the goods with due diligence and due regard for safety conditions.
- 6) The Supplier commits before the Owner to be solely responsible party to correct or remedy any faults arising from the Contract, as far as said fault or defect is directly attributable to the Supplier.

E. OBLIGATION OF THE SUPPLIER AND OWNER

1) Obligations of the Supplier:

- I. To comply fully and on schedule, with all obligations arising from the Contract and the specific documents, with the diligence of a good professional and according to the rules of the trade, supplying all goods, personnel, equipment and materials needed to fully comply with the subject matter.
- II. To comply fully and on schedule, with all obligations arising from applicable legislation, such as civil, commercial, tax, port, customs, labor, social security, environmental and administrative laws and regulations, as well as the "Rule of Conduct for the suppliers of the Katoen Natie Uruguay Group" published on the company's website.
- III. To communicate to the Owner any facts and situations that may be relevant regarding the execution of the Contract.
- IV. To be liable to the Owner, shareholders of the Owner and/or Directors and/or employees, for any claims submitted by any person or legal entity based on acts or omissions of the Supplier and/or its personnel.
- V. To comply with all safety, circulation, and identification rules and regulations valid and applicable within the Terminal, the Port of Montevideo and TCP.
- VI. To make reasonable efforts to avoid interference with the Terminal activities.

2) Obligations of the Owner:

- I. To comply, on schedule, with all obligations arising from the Contract and the attached documents.
- II. To pay the agreed price on time.
- III. To allow access to the Terminal on the days and at the times agreed for the rendering of the services. If the Supplier needs to work during other periods or hours, it shall communicate this to the Owner and request the corresponding authorization to do so.

F. SAFETY – ENVIRONMENT

- 1) The Supplier hereby commits to comply with all the regulations, laws and decrees valid and applicable in Uruguay, as well as the rules and standards applicable to its field of work and to the materials and tools used for the fulfillment of this Contract (i.e. labor requirements, tax, customs, insurance requirements, port rules and regulations, TCP regulations, etc.). The Supplier hereby declares to know said regulations mentioned above and ensures that they will be strictly obeyed by its employees, agents and representatives.
- 2) The Supplier, its employees, agents and representatives, must always respect the instructions of the Owner concerning safety and identification during their stay at the

Owner's facilities. Responsibility of the Supplier shall extend to all losses, material damages or personal injuries caused by the violation or non-compliance with these rules and regulations. The Supplier must supply all safety elements for the personnel in charge of rendering the services and control their use. The Supplier is the only responsible party for the safety of the personnel assigned to the job. The Supplier must ensure that all safety procedures indicated and communicated by TCP will be complied with, including, but not limited to those described in the documents submitted to the Supplier which are part of this Contract, which may be updated by the Owner at any time.

- 3) Any incident or work-related accident while performing the Service in the Terminal must be communicated immediately in writing to the Owner, attaching a copy of the analysis made by the Supplier's Safety Expert, and, if the BSE intervened, a copy of their analysis or report.
- 4) When rendering a service in the Terminal, any costs or negative consequences caused by non-compliance with the safety rules provided and other applicable regulations will be charged to the Supplier.
- 5) If applicable, the Supplier must ensure that there are no materials or debris lying around the workplace. The Supplier must remove immediately from the site any surplus materials, trash or debris, packaging materials, etc., and place them in the containers provided for that purpose; otherwise, the Owner shall have said materials removed at the cost of the Supplier. Waste container rental costs, transportation costs, costs for disposal of waste in the designated places, and all related taxes shall be paid exclusively by the Supplier.
- 6) The Supplier must indemnify and hold the Owner harmless from all costs and claims that are a consequence of its violations of environmental laws and/or violations of this clause and/or other applicable regulations and resulting from the activities carried out by the Supplier and/or its representatives.

G. LIABILITY

- 1) The Supplier shall indemnify and hold the Owner harmless from and against any material or immaterial damage, claim, loss and/or liability arising from acts or omissions of the Supplier and/or its employees, agents or subcontractors in connection with the subject matter of the Contract, including any reasonable legal costs incurred by the Owner.
- 2) The Supplier is responsible for all real estate and personal assets that are directly or indirectly related to the goods delivered or services rendered, the employees and agents, including those that TCP may supply for the task.
- 3) The Supplier shall be liable for all damages to third parties or to TCP, which will be fully paid and/or repaired by the Supplier, even when the damage is caused by equipment supplied by TCP.
- 4) When applicable, the Supplier shall be liable for the cleaning up and removal of the remains of the assets it may have damaged and for all related costs.
- 5) TCP shall not be liable in any way for possible damage and/or delays incurred due to visible obstacles and/or hindrances.

H. GUARANTEES AND INSURANCE POLICIES

- 1) Before beginning to render any Service, or deliver any Goods, the Supplier must submit to TCP the following insurance policies:
 - I. When applicable, labor Insurance from BSE for its employees covering the whole period they will work in TCP's facilities, covering the risk for the tasks that are necessary to fulfill the Contract.

- II. Insurance for all the vehicles entering TCP facilities.
- III. According to the terms set forth in the applicable documents, the Supplier shall, at its own expense, obtain and maintain professional liability (errors and omissions) insurance and/or liability insurance with a reputable insurer, with minimum coverage limits of no less than USD 1,000,000 per claim and in the aggregate.
- IV. The Supplier must insure all its assets (such as materials, equipment, temporary facilities, etc.) located at the work site, against fire, waiving the right of recourse against the Owner, ANP and all third parties.

The insurance policies mentioned in 1) I. and 1) III. shall be issued by a first-rate insurance company approved by the Owner to its satisfaction and shall be in force for the duration of the contractual period. At first request by the Owner, the Supplier shall submit a certificate from the insurance company. Should the Supplier or the insurance company cancel any of the policies, the Owner shall be notified of this immediately and the Supplier shall suspend the services taking responsibility for all the consequences this delay may cause and shall replace said coverage in a maximum period of ten calendar days. Should the Supplier fail to do so, the Owner may rescind the Contract due to the Supplier's failure to comply.

The amounts insured by the Supplier shall not be considered as the Supplier's maximum liability.

- 2) Unless otherwise expressly agreed and approved by the Owner on the relevant documents (Purchase Order, Engagement Letter, etc.), before starting to render the services or provide the goods, the Supplier must submit to the Owner the following guarantees:
 - I. Performance Bond: The Supplier must submit to the Owner, before beginning to render the contracted services or the provision of goods, a bank guarantee covering fulfillment of the Contract, for 5% of the amount of this Contract in US Dollars. This guarantee must be valid until at least the Initial Reception (or Mechanical acceptance) of the works or goods, moment at which the Supplier may formally request the return of the document. Failure to comply with this guarantee shall be considered as a breach of the Contract by the Supplier, giving rise to fines, penalties, claims for damages and losses, etc., as they may correspond.
 - II. Advance Payment Bond. A bank guarantee for any amount that may have been paid to the Supplier as "Advance Payment" . "Advance Payment" means any payment made by the Owner prior to receiving any goods, services or other consideration in return. The amount may be adjusted as the advance amount decreases due to invoices. This bond can be released once the advanced amount has been fully deducted from the invoices submitted.

All guarantees shall be issued by a first-class local bank, include an on-demand payment clause, and be acceptable at the sole discretion of the Owner. All Bonds must be accompanied by a notarization of signatures. The use of surety bonds shall not be accepted.

If any guarantee of any kind expires prior to the fulfillment of the condition that gave rise to its issuance, the Owner shall be entitled to enforce such guarantee upon simple notice to the Supplier.

I. APPLICABLE LEGISLATION

- 1) The Contract shall be governed by Uruguayan law.

- 2) Uruguayan law –or Uruguayan legislation- are all the applicable laws, rules, regulations, ordinances, etc., of any type, whether municipal, national or international, currently in force, or to be approved or enacted in the future

J. JURISDICTION

The Parties agree that the courts located in the city of Montevideo shall be competent to resolve any type of litigation between them related to this Contract.

K. COMMUNICATIONS

- 1) Certified telegrams with proof of reception and notarial or judicial notifications are hereby declared valid means of communication between the Parties. Notifications sent in reference to obligations arising from this Contract or from applicable legislation shall be valid only if notified as described in this paragraph.
- 2) Regular communication between the Parties, as well as notifications of new regulations, may be sent in writing with acknowledgment receipt signed by a responsible person, or via e-mail or fax, or sent to the physical and e-mail addresses duly and validly notified.

L. ADDRESSES

The Parties designate the addresses indicated in the specific contractual documents for all judicial or extrajudicial purposes related to the Contract.

M. COUNTERPARTS; ELECTRONIC EXECUTION; RECOGNITION OF DIGITAL SIGNATURES

The Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The Parties expressly acknowledge and agree that the Contract may be executed by means of electronic and/or digital signatures, including through digital signature platforms, such as Signow, Connective and/or ID Digital, and that any such electronic or digital execution shall be valid, binding and enforceable.

For all purposes of the Contract, any digital signature executed through such platforms, or through any equivalent digital signature platform mutually agreed by the Parties, shall be deemed fully valid and effective, in accordance with Article 5 of Uruguayan Law No. 18,600, and shall have the same legal effect as an original handwritten signature.

The Parties expressly waive any right to challenge the validity or enforceability of the Contract solely on the grounds that it has been executed electronically, digitally, in counterparts, or through different signature platforms.