# General Contracting Conditions of Integra Proyectos Limitada, from hereinafter "Integra Proyectos".

#### 1. General.

- 1.1 The following conditions are valid for the agreed services, as well as for those other auxiliary and/or complementary services necessary for the correct execution of the contract within the scope and reach of the services stipulated either, by means of a contract or a purchase order.
- 1.2. Any other general contracting conditions of the client are not applicable and are expressly excluded by these general conditions. Even those conditions of contracting of the client which have not been expressly accepted by Integra Proyectos, will not form part of the contract between the parties.

#### 2. Offers.

- 2.1. Until the final closing of the contract by signing it, or until the express and written acceptance of the offer, the offers of Integra Proyectos are conditional and not binding (especially regarding the scope, execution, prices and deadlines) and, consequently, can be modified by Integra Proyectos without previous notice.
- 2.2. Unless otherwise agreed, the offers of Integra Proyectos can be revised in case of variations of legal requirements, regulations or processes.

### 3. Entry into force and duration of the contract.

- 3.1. The contract will come into force on the date agreed with the client, and will remain in force for the period of time foreseen in the offer, or in a separate contractual document signed by both contracting parties, or in any other case, as long as the work requested by the client is developed by Integra Proyectos. In the event that the client places an order or purchase order to Integra Proyectos without a previous offer from Integra Proyectos, it is at the exclusive discretion of Integra Proyectos to accept the order by means of a written declaration of acceptance (including a declaration sent by electronic means) or by means of the execution of the services requested and detailed in the order or offer.
- 3.2. The validity of the contract begins when the contract comes into force in accordance with point 3.1 above and will be maintained for the period of time foreseen in the contract.
- 3.3. If the contract provides for the extension of the duration of the contract, the duration of the contract will be extended for the period of time established therein, unless the contract is terminated by written notice from one of the parties to the other at least thirty (30) days before the date of expiry of the agreed contractual period.

# 4. Scope of Services.

- 4.1. The scope of the services will be defined by a unanimous and joint declaration of both parties. If no such declaration exists, the written confirmation of Integra Proyectos will be the only valid one regarding the scope of the contract.
- 4.2. The services will be carried out following the generally recognized rules of technology and complying with the regulations in force at the moment of the confirmation of the service.
- 4.3. Additionally, Integra Proyectos can determine at its own discretion the method to be applied or the way to develop the service, unless something else has been expressly agreed in writing or there are rules of obligatory compliance that require the observance of a certain procedure.
- 4.4. In the case of inspection work, Integra Proyectos will not assume any responsibility for the accuracy or for the verification of the safety of the programs or the safety of the regulations, norms or technical rules on which the inspections and reports must be based, unless something else has been expressly agreed by the parties in writing.

#### 5. Terms and terms of performance of services.

- 5.1. The contractually agreed terms and periods of execution are based on estimates of the scope of work according to the particular data and information provided by the customer. Therefore, such terms and deadlines will only be binding when Integra Proyectos expressly confirms in writing their "binding" character.
- 5.2. If any term has been expressly established as "binding" for the provision of the services, this term cannot begin to be calculated until the client has provided Integra Proyectos with all the required information and documentation. The above will be applicable even without the express approval of the client, to all delays on the agreed dates and for which Integra Proyectos is not responsible.

# 6. Obligation of the client to cooperate.

- 6.1. The client guarantees that Integra Proyectos will be provided with all the cooperation required by the client, the agents and/or collaborators of the client and/or third parties, in a timely manner and free of charge, for the adequate provision of the services, which are the object of the contract.
- 6.2. In case of inspection work, the objects to be tested and inspected, the design documentation, any other documents, auxiliary materials, support staff, etc., necessary to perform the services will be made available to Integra Proyectos free of charge. In particular, the necessary documentation regarding the items to be inspected (equipment, installations, projects, etc.) will be made available to Integra Proyectos, so that the inspection services can be carried out.
- 6.3. In any case, the acts of cooperation of the client must be developed in accordance with the legal provisions, the standards that are applicable and the current regulations in the field of security and prevention of occupational risks.
- 64. The client must bear any additional costs incurred as a result of the need to repeat work or delays caused by the late delivery of information, or because the information delivered is incorrect or incomplete, or because of the lack of due cooperation from the client. Even if fixed or maximum prices have been agreed Integra Proyectos reserves the right to invoice additionall such costs and additional amounts. The additional services or works out of normal working hours, will be invoiced according to the established rates and agreed with the client. If this rate has not been agreed upon, it will be invoiced with a surcharge of 50% of the agreed rate.

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Phone: +56 2 2334 3766 E-Mail: gerencia@integra.tuv.com 7. Invoicing.

7.1. If the scope of the services is not defined in writing in the purchase order or offer, the invoicing will be done monthly according to the fees and expenses incurred If the applicable tariff or fees have not been agreed in writing, the invoicing of the services will be done according to the prices and tariffs of Integra Proyects in force at the time of carrying out the services.

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- 7.2. Unless otherwise agreed, the services will be invoiced monthly as the contracted work is carried out.
- 7.3. The prices indicated in the offer are valid until the conditions indicated in the offer are modified.

#### 8. Payment conditions.

- 8.1. Payments will be made on the established date by bank transfer to Integra Proyectos account number, Current Account No. 201665801 of Banco Security.
- 8.2. In the case of a delay in payment, Integra Proyectos will be able to demand the payment of interests according to the contract and/or in the case of not being agreed, the current interest, as well as the reimbursement of the expenses derived from the claim (judicial and extrajudicial) made. Additionally, Integra Proyectos reserves the right to claim for damages.
- 8.3. In case the client is late in paying the invoice in spite of having been granted a reasonable period of grace, Integra Proyectos reserves the right to terminate the contract; to claim the compensation of the damages derived from the non execution of the services and any other damages that may have been caused; as well as the right to refuse the continuation of the execution of the services which are the object of the contract.
- 8. Section 8.3 shall also apply in the event of return of cheques, cessation of payment of obligations, insolvency of the company, liquidation of the company or the proposal of a Judicial Reorganization Agreement or, in general, in the event of any situation of de facto or de jure insolvency of the client that may be accredited.
- 8.5. Any objection to invoices issued by Integra Proyectos must be formalized in writing within eight days of the receipt of the invoice.
- 8.6. The withdrawal of the client once the offer has been accepted, will give Integra Proyectos the right in addition to invoicing the proportional part of the services carried out up to that moment to retain the amounts that may have been invoiced in advance according to the contract, and/or additionally invoice that percentage of the amount of the services contracted, if any, as provided for in the contract. Such amounts must be paid/supported by the client as compensation for the damages incurred up to that moment, and, in any case, as compensation for the contract.
- 8.7. In case of an increase in the general costs due to changes in the labor regulations applicable to the service, and always at the beginning of a month, Integra Proyectos may increase its prices proportionally. In order to carry out the above, Integra Proyectos must notify the client of its intention one (1) month prior to the date in which the price increase is going to take effect (period of notification of modification of tariffs).
- 8.8. The client will only be able to compensate Integra Proyectos for the amounts owed to it if the claim is legally recognized and undisputed.

## 9. Acceptance.

- 9.1. Any part of the work included in the purchase order or concluded offer will be considered as a partial service and, as such, can be presented by Integra Proyectos for its acceptance and reception by the client. The client is obliged to receive it immediately.
- 9.2. In the event that the client does not comply with his obligation of immediate reception and acceptance, it will be considered that the acceptance has taken place thirty (30) days after the completion of the service or the indicated part of it, even if Integra Proyectos has not expressly warned the client of the aforementioned deadline once the service has been executed.

#### 10. Confidentiality.

- 10.1. In the sense of this agreement, "confidential information" is understood to be all types of information, documents, graphics, diagrams, drawings, know-how, data, samples and project documentation, etc. that during the term of this agreement is delivered, transmitted or made known, in any other form and/or support, by one of the parties ("disclosing party") to the other ("receiving party"). This includes both paper and electronic copies.
- 10.2. All information that is transmitted and exchanged between the parties, without the need to be marked "Confidential" by the disclosing party prior to delivery to the receiving party, shall be considered "confidential".
- 10.3. All confidential information disclosed by the disclosing party or otherwise made accessible to the receiving party, (a) shall be used by the receiving party only for the purpose of fulfilling the contract, unless otherwise expressly agreed in writing with the disclosing party, (b) they may not be photocopied, distributed, published or otherwise transmitted to third parties by the receiving party, unless it is necessary to comply with the object of the contract or Integra Proyectos is required by law or administrative imperative to deliver such information, inspection and test reports, and/or confidential documents to public authorities or third parties involved in the execution of the contract; (c) they must be treated by the receiving party with the same confidentiality with which it treats its own confidential information, but never with less diligence than that which is necessary to observe in an objective manner.
- 10.4. The receiving party shall disclose the confidential information received from the disclosing party only to those of its employees or collaborators who are strictly necessary and who need to know such information for the proper provision of the services. The receiving party undertakes to oblige these employees and/or

collaborators to observe the same level of professional secrecy and confidentiality as that established in this paragraph 10.

10.5. For the purposes of this agreement, information about which the receiving party can prove that it is confidential is not considered confidential: (a) it was in the public domain at the time of its disclosure or was known to the general public without a breach of this undertaking; or (b) the receiving party had received the information through a third party from whom it could lawfully receive it; or (c) the information was already in the receiving party's possession prior to the disclosure by the disclosing party, or (d) the receiving party has obtained the information through its own means, regardless of the disclosure by the disclosing party.

Confidential information shall remain the property of the disclosing party. Exceptions to this are reports issued to the customer within the framework of the contract, which shall remain in the customer's possession. Integra Proyectos may file copies of such reports, certificates and confidential information for later consultation, as well as for other documentation and archiving purposes in general.

10.7. If, according to what is specified in the offer or contract, any report or documentation has to be given to the client, such documentation is considered ready for the use strictly foreseen in the offer or contract. This documentation cannot be distributed or given to other parties, totally or partially, nor can it be used for other purposes different from those specified in the offer or contract, without the previous written consent of Integra Proyectos.

All the information and data contained in the offer (even if not accepted)  $\sigma$  contract, as well as the information, documentation, products or tangible goods to be delivered to the client as specified in the offer or contract, and any other documents, data or information resulting from the provision of the services, whatever the format or medium in which they are contained, are strictly confidential and are issued for the sole purpose of ensuring an adequate provision of the services, It is understood that these data and information are provided for the information, use and exclusive benefit of the client (and, if applicable, other beneficiaries of the services that have been previously and properly identified in the offer or contract). Therefore, such data and information express consent of Integra Proyectos. The simple request of the preparation of an offer and the reception of it by the client, implies the acceptance of the previous and the knowledge of the present conditions available to the clients.

The offender will indemnify Integra Proyectos for the losses, expenses, costs and damages derived from the failure to comply with the provisions of this section 10.8, when the offer (even before its acceptance) or contract, prepared by Integra Proyectos has been destined to other unauthorized uses, different from its own and established in the offer or contract, or if the content of the offer or contract, or the content of the reports delivered, or the documents, data or information resulting from the provision of the services, has been reproduced, referenced or revealed to third parties, in whole or in part.

10.8. The commitments established in this section 10 shall be valid for an indefinite period, notwithstanding the termination of the contract for any reason.

## 11. Intellectual and industrial property.

- 11.1. Integra Proyectos will retain the exclusive and/or joint ownership, depending on the case, of all the rights derived from the intellectual and industrial property on documents, reports, data, budgets, presentations, letters, etc., prepared by Integra Proyectos.
- 11.2. The client can make use of the documents, reports, data, budgets, presentations, letters, etc., prepared within the framework of the order exclusively for the purposes specifically foreseen in the offer or contract.
- 11.3. The customer can only use the documents, reports, data, quotations, presentations, letters, etc. in a complete and not fragmentary way. Any publication or reproduction for advertising purposes needs the previous written approval of Integra Proyectos.

## 12. Responsibility of Integra Proyectos and Subcontracting.

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  12. Responsibility of Integra Proyectos, for any damage or harm caused in relation to the provision of any Service is limited to a maximum of 10 times the monthly value of the service, with a maximum limit of UF 3.000- (three thousand Unidades de Fomento) for personal damage, property damage or third parties, whether due to civil, contractual or extra-contractual responsibility or administrative liability. In case of a judicial or administrative sentence that obliges Integra Proyectos to pay an indemnity or fine higher than the amount indicated, the difference between this amount and the limit of responsibility of Integra Proyectos must be assumed by the client.
- 12.2. The limitation of responsibility of Integra Proyectos will be similarly applicable to its employees, collaborators, agents, management personnel, shareholders and directors. Integra Proyectos or the Affiliated companies will not be responsible for the personnel made available by the client.
- 12.3. In all cases, the client will keep Integra Proyectos and the Affiliated companies and/or related companies harmless for any claim originated by an employee or dependent of the client, Subcontractor, Authorized, Manufacturer, consumer users or third parties. Such guarantee of indemnity will include all types of judicial sentences, judicial and extrajudicial costs and other expenses, which must be assumed by the client in its entirety.
- 12.4. Integra Proyectos will not be responsible for the personnel made available by the client to support Integra Proyectos. The client will exonerate Integra Proyectos from possible claims from third parties regarding the personnel made available by the client as support.
- 12.5. The prescription of the rights to sue for damages will be governed according to the legal dispositions in force.
- 12.6. Integra Proyectos is obliged to execute its obligations under these General Conditions by means of suitable and highly qualified personnel. Such personnel will depend exclusively and directly on Integra Proyectos who will be obliged to comply with all the civil, commercial, labor, social security, fiscal and tax obligations that correspond to them or their dependents, in their capacity as employer of the personnel who carry out the tasks inherent to, linked to or in

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any way related to the services assumed by Integra Proyectos in the present General Conditions.

- 12.7. Integra Proyectos is obliged to maintain the client unharmed and to reimburse any amount that must be paid with respect to any judicial or extra-judicial action, costs, losses and damages originated by claims of the personnel in charge of Integra Proyectos and/or the persons that are used due to labor and/or social security noncompliance.
- 12.8 In the event that any of the specialties offered by Integra Proyectos, or requested by the client in his purchase offer, cannot be carried out directly by Integra Proyectos or is incidental to the work entrusted, the Client authorizes from now on, expressly its subcontracting, maintaining always Integra Proyectos is responsibility before the Client.

# 13. Management System. Independence, impartiality and integrity.

13.1. The personnel of Integra Proyectos who participate in the execution of the work, will act at all times in accordance with the procedures of the Management System of Integra Proyectos, and will observe the rules and procedures of discipline and security that the client may establish.

When a specific test and/or trial is required to be carried out by a specialized company, Integra Proyectos will subcontract this work, taking into account that it is duly approved, following the procedures of the Management System of the Organization.

- 13.2. Integra Proyectos has established a code of conduct for its personnel that commits them to maintain their independence, impartiality and integrity in all their actions.
- 13.3. When it is considered necessary, the work that does not conform to the agreed procedures or requirements may be interrupted, after informing the client.
- 14. Coordination of activities in the field of prevention of occupational risks.
- 14.1. Integra Proyectos requests the client to inform sufficiently in advance of the possible risks associated with its installations, as well as the risks derived from other competing companies which could affect the collaborators of Integra Proyectos who are carrying out the work

If no previous communication is received, Integra Proyectos will understand that there are no more risks in the installations of the client than those generated by the offered activity.

- 14.2. It will be the responsibility of the client to maintain at all times adequate conditions of security and health in the work place to be occupied by personnel of Integra Proyectos, as well as to put the necessary means to facilitate access to the work place. The management and cost of all this will be the responsibility of the client, if necessary.
- 14.3. Any work which, due to the lack of adequate health and safety conditions on the part of the client, represents a serious and imminent risk to the life or health of the workers of Integra Proyectos, will not be carried out. The reasons will be communicated to the client in writing, and an invoice will be issued for the proportional part of the work carried out.

## 15. Partial disability. W ritten form. Claims and competent jurisdiction.

15.1. The parties have not signed any agreement complementary to this contract.

- 15.2 In order to be effective, any modification and/or addendum to this contract must be formalized in writing by the parties. This provision shall also apply to amendments and supplementary agreements relating to the written form.
- 15.3 The invalidity or ineffectiveness of one or more stipulations of this contract, whether initial or supervening, shall not entail the invalidity or ineffectiveness of the others, which shall remain in force and unchanged. In relation to the clauses declared invalid or ineffective, the contracting parties shall agree on a legally valid substitute regulation, as close as possible to the affected stipulations from a legal and commercial point of view.
- 15.4. Integra Proyectos has made available to the client or other interested parties, a channel through its website, to communicate the claims or complaints that may arise during the performance of its activities.
- 15.5. The competent jurisdiction to know any discrepancy that could arise about the interpretation and/or application of the stipulations of this agreement will be the Courts of Santiago de Chile. This contract is subject to Chilean law.

# 16. Protection of personal data.

16.1. The client agrees that Integra Proyectos will store and process personal data for its own purposes in accordance with the provisions of the Personal Data Protection Law in Chile.