TERMS AND CONDITIONS PURCHASE ORDER LATAM

1. Definitions

"Agreement" means the Purchase Order, upon express or implied Acceptance by Supplier.

"Goods" means any equipment, items, materials, or other type of goods to be supplied in accordance with the Agreement.

"General Conditions" means these general terms and conditions including all exhibits and attachments hereto.

"Particular Conditions" means the technical and commercial conditions contained in the Purchase Order.

"Cirion Affiliate" means any person that, directly or indirectly, controls, is controlled by, or is under common control with, Cirion Technologies.

"Cirion" means the Cirion entity which is party to the Purchase Order and any of its successors and assigns.

"Confidential Information" means any information related to the Goods and/or Services (in whatever form or medium) disclosed (whether prior or subsequent to the issuance of the Purchase Order) by or on behalf of a party including, without limitation, the content and existence of the Agreement, all the proprietary information and any technical or business information furnished or disclosed by any party to the other in connection herewith and therewith.

"Law" means all laws, regulations, ordinances, codes, orders, directives, guidelines, interpretations or decisions of any governmental body or office, agency or court thereof and all permits, licenses and governmental and professional or technical standards or requirements or codes of practice.

"Purchase Order" means the document for request of Goods and/or Services issued by Cirion to Supplier which contains the General Conditions, the Particular Conditions and attachments, and that once expressly or impliedly accepted by Supplier, shall make the Agreement binding for the parties.

"Price" means the price of the Work specified in the Purchase Order. "Supplier" means the

person identified as such in the Purchase Order.

"Services" means such design, engineering, procurement, construction, or other services as may be specified in the Agreement.

"Site" means the site specified in the Purchase Order at which the Goods shall be delivered or where the Services shall be supplied.

"Work" means the Goods and/or Services specified in the Agreement.

"Use" means the design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transportation, dismantling and/or the disposal of the Work.

2. Applicability of the General Conditions

The General Conditions will apply to the purchase of all Goods and/or Services agreed with Supplier, unless otherwise expressly provided in writing.

The Supplier will be deemed to have accepted the Purchase Order and all of these General Terms and Conditions, and will be fully bound by them, upon the occurrence of any of the following events, whichever occurs first: (i) the signing and/or return of the Purchase Order; (ii) the electronic acceptance of the Purchase Order through the Cirion Purchasing Platform; (iii) the commencement of the Work; (iv) the delivery, in whole or in part, of the Goods or the provision of the Services; (v) the issuance of any invoice, delivery note, or receipt that refers to the Purchase Order; or (vi) the failure to submit a written objection within five (5) business days of receiving the Purchase Order.

Any term or condition proposed by the Supplier that differs from, contradicts, or supplements these General Terms and Conditions will be deemed null and void and will not be binding on Cirion, unless expressly accepted by Cirion in writing. The Supplier acknowledges that these General Conditions are available to them and that they have had the opportunity to review them prior to their acceptance.

3. Supplier's Responsibilities. HSE

Safety Supplier's provision of the Work shall be in accordance with the terms of the Agreement and applicable Law. Any deviation from or modification to specifications or drawings is subject to the prior written approval of Cirion. If Supplier considers that there is any omission, inconsistency or inaccuracy in such specifications or drawings, or that any modifications should be made to such specifications or drawings, Supplier shall forthwith give written notice thereof to Cirion.

Supplier may visit the Site at its own expense and shall satisfy itself as to the conditions of the Site and all such other factors that may affect Supplier in carrying out its duties pursuant to the Agreement.

Additionally, if the Work implies entering the Site of Cirion, Supplier undertakes to comply with all the rules and policies of Cirion related to the access of third party's personnel to the Site of Cirion.

Except as otherwise set forth in the Particular Conditions of the Purchase Order, Supplier shall provide all the necessary labor, tools, plant, equipment, and materials required by Supplier to carry out and comply its duties pursuant to the Agreement.

Supplier shall avoid hindrance to the activities of Cirion on the Site and elsewhere and to the work of persons employed by Cirion and contractors that supply goods and offer services to Cirion.

Supplier shall ensure that its employees and those of its subcontractors, suppliers, agents, and affiliates conduct themselves at all times on Site in a proper, safe, and diligent manner, in accordance with Law.

Supplier shall, upon request, provide Cirion information (including periodic updates) on the inherent health and safety risks related to the Use of the Work (including the risks of any materials and/or equipment included therein or used in its fabrication) and shall issue recommendations related to health and safety actions needed to be taken in relation with its Use. Supplier shall provide Cirion periodic updates of such information and recommended actions to take when Supplier takes notice of significant matters which impact such Use.

Industrial Safety, Occupational Health, and Environmental Protection. Supplier shall strictly comply with all applicable legal and technical standards regarding industrial safety, occupational health, environmental protection, and fire prevention and control, as well as with all rules, manuals, procedures, and guidelines established by Cirion in this regard. Any cost incurred in complying with such legal and technical standards shall be borne by Supplier. In particular, Supplier acknowledges awareness of the applicable standards in this matter and their implications, and undertakes to comply with them rigorously, in accordance with the Health, Safety, and Environmental Annex – HSE. Supplier shall strictly comply with the provisions set forth in said Annex and, without prejudice thereto, with all other applicable legal and contractual obligations in force.

4. Time and Place

Goods shall be delivered to, and/or Services shall be supplied at the Site on the date or within the period stated in the Agreement, during Cirion's usual business hours, if applicable. In the event Supplier fails to deliver the Goods and/or fails to supply the Services within the time specified, Cirion may, at its sole discretion, (i) decline to accept the Goods and/or Services and terminate the Agreement, or (ii) (in the case of Goods) ask its allocable fair share of Supplier's available Goods and terminate the balance of the Purchase Order. (i) Supplier shall be responsible for all applicable handling and return shipping charges for all Goods received in advance of the delivery schedule or (ii) Cirion, at its sole discretion, may retain such Goods and pay the corresponding invoice on the agreed maturity date specified in the Agreement, without loss of discount privileges or application of interest charges.

5. Inspection Rights

Supplier shall, when requested by Cirion, promptly provide drawings and technical data in connection with the Work for review, approval and/or file for record purposes. Any such review or approval shall not imply that Cirion has checked or is responsible for the accuracy of any drawings or technical data other than its own nor in any way relieve Supplier from any of its obligations under the Agreement or under Law.

Cirion and/or its designees for such purposes shall have the right, upon the giving of reasonable notice, to inspect or test any Work, and Supplier shall coordinate such inspection at the point of fabrication or at such other location requested by Cirion. Such inspections or tests shall not imply that Cirion has checked or is responsible for the Work nor in any way relieve Supplier from any of its obligations under the Agreement or under Law. If because of inspection or testing Cirion concludes that the Work will not conform in all respects to the Agreement, Cirion shall inform Supplier. Supplier shall take such steps as are necessary to ensure conformity with what was agreed prior to shipment. Supplier shall obtain Cirion's approval prior to the shipment of any Goods.

6. Warranty

Supplier warrants that all Goods will comply with the agreed specifications, shall be new, not refurbished or used, of good quality, suitable for the purposes and uses intended and shall be free from defects in materials or workmanship. Supplier warrants that all Services will be performed with the degree of care, skill and diligence normally provided in the performance of professional, engineering, and technical services relating to projects of a nature similar to that contemplated by the Purchase Order and according with Supplier's best professional knowledge and judgment.

Supplier warrants that the performance of all Work shall comply with the requirements of the Agreement and applicable Law, and Supplier shall report any defects in the Work as soon as it becomes aware thereof. All warranties set forth in the Agreement shall remain in force and effect for (i) the term of two (2) years from the date that Cirion takes delivery of the Goods or the commencement date of the Services, or (ii) the term stipulated by the applicable law, whichever is longer. If a Good or part of that Good is replaced or repaired, or if a Service is rectified or re-performed, a new warranty period for that Good or part of that Good or that Service shall start in the date in which that Good or part of that Good is replaced or repaired, or when that Service is rectified or re-performed.

Supplier represents and warrants to Cirion that as to any Goods and/or Services provided by Supplier but not manufactured, created or rendered by Supplier, that Supplier shall (i) assign to Cirion to the extent permitted by Law or by the manufacturer, licensor or service provider, the manufacturer's, licensor's or service provider's warranties and hold the benefit of any such warranties as trustee for the assignee and/or (ii) enforce manufacturer's, licensor's or service provider's warranties for and under the instructions of Cirion when and where applicable in relation to the Goods or Services. All Supplier warranties shall run to Cirion, its successors, assigns, customers at any tier, and final users and joint users. This paragraph does not relieve Supplier of any other warranty obligations implied by statute or set forth elsewhere in the Agreement.

Cirion has the right to reject any non-conforming Work (or portion thereof) that does not comply with what was established in the Agreement and shall notify Supplier of any breach of warranty within a reasonable period. In such event, Supplier shall at its own cost and expense re-perform any necessary Work to remedy its default (repair, replace or rectify, as applicable) with all possible speed and without additional cost to Cirion. In case that Cirion has reasonable grounds to believe that Supplier is incapable of causing such Work to be provided in the required manner within a reasonable cure period (which in no event shall be greater than ten (10) days, Cirion shall have the right to hire a third-party (including a Cirion Affiliate) to provide such Work, and Supplier shall be required to pay all related expenses. Cirion shall inform Supplier in writing of the need of hiring a third party. Supplier shall reimburse any transportation and any other charges incurred by Cirion in connection with such replacement or repair. Cirion's rights hereunder are in addition to, and do not limit any rights arising under, the Agreement or applicable Law.

7. Invoicing/Payment

Unless otherwise provided in the General Conditions of the Purchase Order, Supplier shall invoice and certify each item of the Purchase Order when they are 100% completed. All invoices shall accurately reflect sum(s) due from Cirion and shall be issued in form and substance satisfactory to Cirion, including supporting documentation. All invoices shall be delivered to the address specified by Cirion in the Particular Conditions.

Unless otherwise provides in the Particular Conditions of the Purchase Order, Cirion shall pay each invoice not later than sixty (60) days after receipt thereof. Taxes assessed to Supplier but attributable to Cirion, if any, shall be stated separately on the invoice to Cirion.

The delivery of an invoice meeting the requirements set forth under the caption "Taxes" shall be a condition precedent to Cirion's obligation of payment, whether in whole or by installments.

Cirion shall be entitled to set off against the Price any sums owed to Cirion by Supplier. Payment shall not be deemed as an acceptance by Cirion that the Goods and/or Services are in compliance with the specifications of the Agreement.

The payment of invoices will also be subject to the delivery by the Supplier of the labor and social security compliance documentation provided for in clause 15, when applicable.

8. Record Keeping and Audits

Supplier shall maintain, and shall procure that its subcontractors, suppliers, agents and affiliates (together with Supplier, the "Record Keepers" or "RKs") true and detailed records in connection with the provision of Work, and such records shall be retained for a period of not less than 36 (thirty six) months after settlement of the last invoice.

Cirion or its nominee may, at any time and at its own expense, audit from time to time, all records of RKs required to confirm compliance with the Agreement and Law. RKs shall allow sufficient access to the personnel of Cirion to their offices, documentation and electronic information systems related to the Work, to carry out such audits, upon reasonable prior notice of Cirion.

Cirion additionally may join with Supplier in the audit of the records of third parties. Supplier shall ensure that relevant enabling provisions for auditing and record keepers, substantially similar to the one included in this General Conditions, are included in all agreements which it shall enter into with record keepers in respect of the Work.

9. Title to Work; Risk of Loss

Ownership of Work shall pass to Cirion free and clear of all liens or claims upon the making of payment to Supplier for such Work, unless in the Particular Conditions of the Purchase Order is specified that Goods shall be imported into the Relevant Taxing Jurisdiction, in which case ownership to such Goods shall pass to Cirion in international waters prior to the time such Goods enter the Relevant Taxing Jurisdiction. Notwithstanding passage of ownership, Supplier shall retain full care and custody and all risk of loss with respect to the Goods until such Goods has been delivered to the Site and installed, tested and approved in accordance with the terms of the Agreement. Passage of risk of loss shall be without prejudice to the continuing obligations of Supplier under the Agreement.

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10. Packaging and Markings

Goods shall be labeled and marked to identify the content without opening the package, and all boxes and packages must contain packing sheets listing contents. Supplier shall take all necessary measures to ensure that Work which is to be delivered to Cirion is packaged in a safe and sufficient manner to avoid damage or loss while in transit or otherwise until delivery to Cirion.

In cases in which the Work has not been delivered to and/or installed at the Site, but the title has passed to Cirion, such Work shall be physically isolated and clearly marked as "Property of Cirion" together with the relevant Purchase Order numbers.

In the absence of specific instructions, Supplier shall guarantee that the packaging and marking comply with the best market standards and that they are adequate to support all the risks during storage and shipment.

Any loss or damage which results from a defective or insufficient packaging and marking shall be assumed by Supplier.

11. Intellectual Property Rights

Supplier hereby grants to Cirion, and Cirion accepts, the entire rights and ownership that the Supplier has in relation to the Service Product, and to all copyrights and other proprietary rights therein or based thereon and to the Goods. "Service Product" shall mean all data, documentation, software and information, in whatever form, first produced or created by or for Supplier, or provided to or by Supplier, in either case, as a result of or related to the performance of the Services.

Supplier hereby grants to Cirion, and Cirion accepts, unlimited, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, worldwide and non-exclusive rights and licenses in and to the Background Work, including all proprietary rights therein and based thereon and to all operating and other manuals relating to the Goods.

"Background Work" shall mean all data, documentation, software and information, in whatever form, although not first produced or created originally by or for Supplier as a result of or related to the performance of the Work, but included in, necessary, useful or utilizable in or with the Service Product, the Goods or any portion thereof.

Supplier shall indemnify, and shall cause each subcontractor to fully indemnify Cirion and Cirion Affiliates against all claims, liabilities, damages, losses, costs and expenses that arise related to or as a consequence of infringement or alleged infringement of any patent, registered design, trade-mark, service mark, copyright or any other form of intellectual or industrial property right or any similar protection which arises out of or in connection with the Work or anything done by or for Supplier in relation to the Work or any use or resale by Cirion of the Work.

Supplier represents and warrants that the Goods and/or Services purchased supplied under this Agreement do not infringe any patents, trademarks, copyrights, trade secrets or other intellectual property of any third party.

12. Taxes

The Price for Goods and/or Services does not include any type of tax, duty, levy, charge or custom imposed or collected by any domestic or foreign taxing authority or agency (including, without limitation federal, country, state, county, provincial, or local sales, use, value added, income, franchise, stamp, turnover, goods and services, consumption taxes or other similar taxes) (collectively, "Taxes").

All payments made by Cirion under the Agreement shall be made free and clear of and without deduction or withholding for or on account of any Taxes, except as established in two paragraphs below, unless such deductions or withholdings are required by applicable law, in which case Cirion shall (i) withhold the appropriate amount to make the payment, (ii) pay such amount deducted to the relevant taxing authority in accordance with applicable law and (iii) deliver to Supplier a copy of a receipt issued by such taxing authority evidencing such payment or other commercially reasonable evidence of such payment.

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Supplier agrees to complete and provide to Cirion and, if required, to the applicable taxing or governmental authority, such forms, certifications, or other documents, as may be requested in timely manner by Cirion, in order to make payments to Supplier without any deduction or withholding (or at a reduced rate thereof) on account of Taxes.

Supplier agrees to use best efforts to cooperate with and assist Cirion to reduce or eliminate Taxes imposed by any country, state or other jurisdiction where Goods and/or Services are to be provided (each, a "Relevant Taxing Jurisdiction"), including, without limitation, the following measures (i) rendering services, where reasonable and possible, through a Supplier associated company which is not subject to withholding tax, (ii) registering for value added, turnover, sales or other similar taxes in the Relevant Taxing Jurisdiction, (iii) purposing to exempt from Taxes the Goods and/or Services which are the subject of the Agreement, whether in manufacturing or related to importation, location or installation, (iv) requesting revisions, drawbacks, remissions, reclassifications, or the like in the jurisdictions identified by Cirion, provided that neither Supplier nor any Supplier-associated company shall be required to act other than in accordance with applicable laws then in force.

Supplier shall render all invoices under the Particular Conditions in U.S. Dollars or in such other currency as required by local law, local tax regulations, including value added tax regulations, or as mutually agreed upon between the parties. In addition, Supplier shall render all invoices hereunder in the proper format and in accordance with the procedures required by applicable laws, including value added tax regulations. Supplier shall invoice Cirion, indicating separately and in detail, all applicable Taxes that shall be payable by Cirion. Cirion shall pay those Taxes unless Cirion provides Supplier with a valid resale certificate or other similar exemption documentation. Supplier agrees to make changes, as requested by Cirion, to any invoice and re-issue such invoice to Cirion where Cirion determines in good faith such invoice does not meet the requirements under applicable law of the Relevant Taxing Jurisdiction. Supplier, at its expense, shall defend, indemnify and hold harmless Cirion, its affiliates, agents, subcontractors and employees (collectively, "Tax Indemnitees") in relation to any Tax, claim, proceeding, demand, cost, expense, liability and judgment asserted against or incurred by any Tax Indemnitee as a result of the failure of any invoice to be rendered in compliance with the requirements of applicable law, except to the extent that such Taxes or costs result from the negligent acts or willful misconduct of Cirion.

Notwithstanding the foregoing, Cirion shall give full opportunity and authority to Supplier to assume the sole defense of any contest, but only to the extent that such contest or portion thereof is related to Taxes imposed solely and directly as a result of a failure of any invoice to be rendered in compliance with the requirements of applicable law. However, that if any such contest or the settlement or resolution thereof could, in the reasonable judgment of Cirion, result in any un indemnified adverse consequences to any Tax Indemnitee, then Supplier and Cirion shall jointly control such contest, and the settlement or resolution thereof.

Cirion will not be responsible for the payment of any amount of value added taxes, turnover taxes, sales taxes or similar taxes (collectively, "VAT") more than once with respect to any Goods and/or Services (a "Duplicative Tax") and Supplier shall be responsible for any amount of Duplicative Tax. Supplier, at its expense, shall defend, indemnify and hold harmless all Tax Indemnitees against any and all claims, proceedings, demands, costs, expenses, liabilities and judgments for Duplicative Taxes incurred by any Tax Indemnitee, except to the extent that such Duplicative Taxes were caused by the negligent acts or willful misconduct of Cirion. Each party shall provide the other party with prompt notification in writing of any such Duplicative Taxes. when it obtains knowledge thereof. Supplier shall have control of the defense of any action, claim or demand and of all negotiations for its settlement or compromise and Cirion shall cooperate, at Supplier's expense in a reasonable way to facilitate the defense of such claim or demand or the negotiations for its settlement.

When the Agreement requires Goods to be imported into the Relevant Taxing Jurisdiction, Cirion agrees to be the importer of record or designate an importer of record/consignee on its behalf with respect to each Relevant Taxing Jurisdiction, unless Cirion chooses not to be importer of record, in which case Supplier agrees to be the importer of record. Cirion, or, if applicable, Supplier, must provide a letter of authorization from any third-party designee stating it agrees to be the importer of record on Cirion's behalf and identify the name and address of the designated importer of record. Regardless of whether Cirion or the Supplier acts as importer of record or designates a designee on its behalf, with respect to each Relevant Taxing Jurisdiction. In any case, the property

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and risk of loss will be transferred in accordance with provisions hereof under the caption "Title to Work; Risk of Loss" of this General Conditions, unless Cirion and Supplier agree otherwise.

The provisions of this section (Taxes) set forth the sole and exclusive rights and obligations of the parties hereto with respect to Taxes. In the event of any express or implied conflict between this section (Taxes) and any other provisions of the Agreement with respect to Taxes,this section (Taxes) shall control.

13. Indemnification

Supplier shall defend, indemnify, and hold Cirion, its Cirion Affiliates, its agents, successors and assigns harmless from, any and all claims, losses, expenses (including, without limitation, reasonable attorneys' fees and court costs), costs or damages arising from or related to: (i) breach of the warranties given by Supplier in relation to the Goods and/or Services or any other provision of the Agreement; (ii) the non-fulfillment of the applicable law, including import/export regulations or any other provision in effect at the time of the delivery of the Goods or supply of the Services; (iii) claims presented by third parties for damages to property or injury (including death) of persons, ascribed to Supplier or to its officers, employees, agents, subcontractors, affiliates, representatives, or consultants; (iv) any claim of a labor, pension or social security nature, of a joint or subsidiary nature, made by the Supplier's personnel or its subcontractors, or by the competent authorities, in relation to the Work.

14. Insurance

Supplier shall contract, prior to the commencement of any Work, the insurance coverages specified in the Particular Conditions of the Purchase Order, and/or in the policies of Cirion related to the entry of third party personnel to the Site of Cirion, if applicable. Supplier shall maintain in force the insurance coverages for the amounts and extensions agreed or stipulated by law, during the entire Agreement and with a reputable insurer.

When applicable, Supplier will name Cirion as an additional insured under the coverage. In addition, Supplier shall be solely responsible for maintaining, and requiring Supplier's subcontractors and agents, to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, vehicle, property and other insurances, (i) as is required by law, or (ii) as is business common practice in the industry being exercised. Adequate coverage related to any Cirion property under the care, custody or control of Supplier or Supplier's personnel shall be maintained. In any event, coverage shall be primary above all other valid and collectable policies in force, and Cirion shall be provided thirty (30) days advance notice of cancellation or reduction in coverage or limits. Policies shall contain waivers of subrogation by endorsement or otherwise. Cirion shall be provided with the applicable certificates of insurance or evidence of coverage before Supplier, its subcontractor(s), or agent(s), as the case may be, commence performance.

Supplier shall be liable of all deductibles applicable to each insurance. Cirion shall have the right on request to inspect Supplier's policies of insurance and to obtain documentary evidence that Supplier is fully complying with its duties in accordance with the foregoing provisions. The limits specified in this Agreement shall be the minimum requirements and shall not be construed in any way as limits on liability.

Without prejudice to the coverages indicated in the Special Conditions, when the Work involves the entry of Supplier personnel into Cirion's facilities or the execution of tasks on-site, the Supplier must have and maintain in force, at a minimum: (i) workers' compensation insurance for its personnel in accordance with applicable law; and (ii) civil liability insurance covering damages to persons and property of third parties, naming Cirion as an additional insured. The Supplier will provide the respective certificates as a condition for the commencement of the Work.

15. Labor, pension and social security obligations; non-existence of an employment relationship; joint and several liability.

(a) Sole Employer. The Supplier is the sole and exclusive employer of all personnel directly or indirectly involved in the performance of the Work. There is no, nor will there ever be, any employment, dependent, or other type of relationship between Cirion or Cirion Affiliates, on the one hand, and the Supplier's personnel, employees, agents, or subcontractors, on the other. The Supplier's personnel will not be integrated into Cirion's organizational or hierarchical structure, nor will they receive instructions from Cirion regarding labor, compensation, or disciplinary matters.

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(b) Compliance. The Supplier declares and guarantees that it will strictly and promptly comply with all applicable labor, social security, pension, tax, immigration, occupational health and safety, and work risk regulations with respect to its personnel, including, without limitation, the full and timely payment of wages, social security contributions, premiums or fees for work risks, and other legal and conventional charges and benefits.

(c) Documentation as a condition of payment. As a condition for the payment of any invoice, the Supplier shall deliver to Cirion, with the periodicity and in the manner that Cirion determines, the documentation that proves compliance with the obligations of subsection (b) with respect to the personnel involved in the Work, including, without limitation: payrolls; proof of payment of remuneration; proof of payment of contributions to social security; certificates of coverage of occupational risks; and, when required by applicable law, the corresponding registrations, records and certificates.

(d) Right of retention. Cirion shall have the right—but not the obligation—to withhold payments owed to the Supplier until the Supplier proves compliance with the obligations of subsection (b), without this generating any liability for Cirion or constituting it in default, and/or to apply such sums, to the extent permitted by applicable law, to the direct payment of unfulfilled labor or social security obligations.

(e) Labor indemnity. The Supplier shall defend, indemnify and hold harmless Cirion and Cirion's Affiliates, their representatives and employees, against any claim, demand, fine, penalty, cost, expense (including attorneys' fees and costs) and judgment —even of a joint or subsidiary nature— that arises, directly or indirectly, from labor, pension or social security relationships of the Supplier's personnel or its subcontractors, or from non-compliance with the rules referred to in subsection (b).

(f) Transfer to Subcontractors. The Supplier agrees to transfer the obligations of this clause to all its subcontractors and agents and shall remain fully responsible for their compliance. This clause shall survive the termination, expiration, or resolution of the Agreement for the duration of the applicable statute of limitations for labor and social security actions in the relevant jurisdiction.

16. Limitation of Liability

IN NO EVENT SHALL CIRION, ANY CIRION AFFILIATE OR SUPPLIER BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSSES OF REVENUES, BUSINESSES, CONTRACTS, ANTICIPATED SAVINGS OR PROFITS) AS A CONSEQUENCE OF OR IN RELATION WITH THE PERFORMANCE OR FAILURE TO PERFORM THE AGREEMENT. THIS LIMITATION SHALL APPLY WITH REGARDS TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, AND OTHER TORTS.

17. Confidentiality

The recipient of any Confidential Information shall not publish or otherwise disclose such Confidential Information to others without the written approval of the disclosing party; provided, however, that the foregoing provisions shall not apply to any Confidential Information which (i) becomes publicly available other than through the recipient, (ii) is received from a third party without restriction and without an obligation to keep confidentiality, (iii) is independently developed by the recipient, (iv) is required to be disclosed by Law, provided that the party availing itself of this exception has used commercially reasonable efforts to avoid or limit such disclosure or (v) becomes essential to the settlement of any dispute or enforcement of one party's rights under the Agreement, in which case appropriate protective measures shall be taken to preserve the confidentiality of such Confidential Information as fully as possible within the confines of such negotiation or implementation process. If any Confidential Information is required to be disclosed pursuant to the foregoing clause (iv), the party required to make a disclosure of the Confidential Information shall promptly inform in writing to the other party of the requirements of such disclosure. Notwithstanding the foregoing, Confidential Information may be made available to employees, agents, subcontractors, affiliates, legal, financial and accounting advisors and financial institutions of each of the parties, to the extent that any such party has taken the necessary measures to ensure that any such person will comply with the confidential provisions of this Agreement.

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Supplier and Cirion each agree that neither shall use Confidential Information other than in connection with the Work. On termination of the Agreement, each agrees to either return to the other all documents containing Confidential Information or to destroy all copies thereof.

The provisions of the foregoing paragraphs shall survive for two (2) years following the expiration or termination of the Agreement.

18. Time is of Essence

Time shall be of the essence in respect of Supplier carrying out all of its duties pursuant to the Particular Conditions and failure to comply with specified dates informed by Cirion shall be considered an essential default without the requirement of further notice. If Supplier fails to meet its scheduled delivery date and Cirion elects to call for expedited shipments, Supplier shall pay the difference between the agreed method of shipping and the alternative expenditures incurred.

19. Liquidated Damages for Delay

If the Goods are not delivered or the Services are not provided or completed on or before the agreed dates, Cirion shall be entitled to deduct from the Price or claim from the Supplier liquidated damages for delay, not as a penalty, and without prejudice to any other rights Cirion may have (including, but not limited to, the right to claim further damages if the sums indicated are insufficient to cover Cirion's losses). Unless different percentages are set out in the Special Conditions of the Purchase Order, liquidated damages shall be 0.1% of the Price for each day of delay after the delivery, provision, or agreed completion, up to a maximum of 10% of the Price. If liquidated damages reach 10% of the Price, Cirion may terminate the Purchase Order without prior notice.

This clause shall apply exclusively to delays in the delivery of Goods or in the provision or completion of Services and shall not be cumulative with the fines or penalties provided for in the clause of “Fines” with respect to the same act, obligation, or period of delay. If the delay becomes a total or definitive breach and Cirion applies the Penalty Clause, the damages previously calculated for delay will be credited against the amount of said penalty.

20. Assignment; Subcontracts

The Agreement shall be binding upon and shall be to the benefit of the parties and their respective successors and assigns. Neither of the parties shall transfer their rights or delegate or subcontract their obligations in accordance with the Agreement, without prior consent of the other party except for (i) an assignment by Cirion to any Cirion Affiliates or to a successor to substantially all the assets of Cirion or to a Cirion Affiliate by way of a corporate reorganization, merger, consolidation or sale of assets, (ii) an assignment by Supplier of all its rights and duties under the Agreement to its Local Country Subsidiary, or (iii) an assignment as collateral to financial institutions by either Cirion or Supplier. Any permitted assignment or subcontract shall not in any way relieve Supplier from any of its obligations under the Agreement.

The Supplier may not subcontract the execution of the Work—in whole or in part—that involves personnel entering Cirion's facilities or performing tasks inherent to or related to Cirion's business, without Cirion's prior written consent. Any authorized subcontracting must impose on the subcontractor the same labor, social security, health and safety, confidentiality, and data protection obligations stipulated in the Agreement, and the Supplier shall remain jointly and severally liable to Cirion for compliance.

21. Termination for Convenience

Cirion may terminate the Agreement in full or in part at any time for its convenience upon giving Supplier fifteen (15) days prior notice and against payment of costs reasonably incurred by Supplier (in relation to the Work already performed in conformity with the Agreement) through the date of receipt of such notice.

Unless provided otherwise in the Particular Conditions, Cirion will be entitled to liquidated damages in an amount of zero point one percent (0.1%) of the Price of the non-conforming Goods and/or the fees of the Services for

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each day of delay between the date of notification of the non-conformity and the date in which the substitute Goods are delivered or repair of Goods or correction of the supply of Services is completed.

In general, if Supplier fails to comply in any material respect with any of the terms and conditions of the Agreement, and if that failure is not corrected within thirty (30) days following written notice by the Cirion, Cirion may terminate the Agreement with no need of previous notice.

If (i) a Force Majeure event (as defined below) prevents Supplier from performing its obligations for a period of at least thirty (30) consecutive calendar days or (ii) Supplier ceases, or threatens to cease, to carry on business, Cirion may, without prejudice to any other of its rights, terminate the Agreement forthwith by notice to Supplier.

23. Force Majeure

Neither party shall be liable for failure to perform its obligations under the Agreement if (i) the failure was due to an impediment beyond its control; (ii) it could not reasonably be expected to have taken into account the impediment or its effects upon its ability to perform at the time of the execution of the Agreement; and (iii) it could not reasonably have avoided or overcome it or its effects ("Force Majeure").

In any case, any type of strikes and other labor actions that affect Supplier's employees, subcontractors and agents will not be considered as an event of Force Majeure. The time provided for performance shall be extended for a period equal to the duration of such Force Majeure event.

The extension arising from such Force Majeure event shall only be granted if notice is given by the party requesting a delay to the other party within ten (10) days after knowledge of the event constituting the Force Majeure. Force Majeure shall not excuse the late payment of money.

24. Language

The Agreement can be available both in English and/or Spanish. The Spanish versions thereof shall always be authoritative and shall prevail over any translations thereof.

25. Remedies not Exclusive

No remedy conferred by any provision of the Agreement shall be exclusive of any other remedies, and each remedy shall be cumulative and shall be in addition to every other given under the Agreement or Law.

26. Waiver; Amendments

No waiver of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly otherwise provided in writing. All amendments to the Agreement shall be in writing and shall be signed by the parties.

27. No Exclusivity

Nothing in the Agreement shall imply an exclusivity of purchase or supply, or to prevent or restrict Cirion or any Cirion Affiliates from purchasing goods or services similar or identical from any source whatsoever or in any way prevent from supplying or offering to supply goods or services to any person (subject to confidentiality requirements).

28. Compliance with Law

Contractor shall perform its obligations under this Agreement in a commercially reasonable, ethical and professional manner and in accordance with applicable legal requirements, including without limitation, (i) the U.S. Foreign Corrupt Practices Act and all other applicable anti-bribery laws and regulations, (ii) all laws, regulations, codes of practice and guidelines regarding data privacy, telemarketing, "slamming" or other

inappropriate selling activities, and (iii) all export control laws and regulations (including those promulgated by agencies of the United States Government, including the U.S. Departments of Commerce and Defense), which prohibit the export or diversion of goods to certain prohibited countries.

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29. Relationship of Parties

No party to the Agreement shall be deemed an agent, partner, joint venture, or related entity of the other party thereto by reason of the Agreement.

30. Entire Agreement

The General Conditions, the Particular Conditions and its appendixes constitute an indivisible part of the Purchase Order. The Agreement constitute the entire agreement between Cirion and Supplier in respect of the Work and supersedes any previous agreement or understanding between Cirion and Supplier in respect thereof.

31. Severability

If for any reason any provision contained in the Agreement should be illegal, void, or unenforceable all other provisions contained in the Agreement shall not be affected and accordingly shall remain in full force and effect. Any such provision shall be replaced by a provision agreed upon by Cirion and Supplier, fulfilling as closely as possible the purpose of the removed provision.

32. Interpretation

In the event of inconsistencies or conflict between the terms of the Purchase Order and any of the terms of the General Conditions, the terms of the Purchase Order shall control only regarding commercial and technical terms. The parties agree to these General Conditions and reject in whole any other general provisions or conditions of Supplier.

33. Governing Law; Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

The Parties shall endeavor to resolve in good faith, through direct negotiations, any controversy, claim, or difference arising out of or relating to this Agreement, including any matter relating to its existence, validity, interpretation, performance, breach, termination, or invalidity.

If the controversy is not resolved amicably within thirty (30) calendar days from the date of receipt of written notice by one Party to the other of the existence of the controversy, the following dispute resolution mechanism shall apply:

Disputes arising from this Agreement shall be submitted to the exclusive jurisdiction of the competent ordinary courts of the City of Miami, Florida, United States of America, with the Parties expressly waiving any other jurisdiction or venue that may be applicable.

34. Survival of Obligations

The cancellation, expiration or early termination of the Agreement shall not release the parties from the obligations which by their nature are intended to survive, including without limitation the provisions about warranties, compensation obligations and confidentiality.

35. Fines

The Supplier agrees that Cirion will impose penalties in the event of a breach of this agreement in the amount of 0.5% of the bid value for each day of delay or for failure to perform any of its obligations, with the exception of delays in the delivery of Goods or in the provision or completion of Services, which will be governed exclusively by the "Liquidated Damages for Delay" clause. Cirion may deduct the amount of the imposed penalties from any outstanding balances owed to the Supplier. The total amount of these penalties will not exceed 15% of the estimated value of this agreement. If the penalties exceed 15% of the total value of this agreement, the penalties clause will apply. The Supplier acknowledges that this Agreement grants a right of enforcement for the payment of penalties or fines. No legal action will be required to establish the debtor's default. The amounts of penalties and fines stipulated in this clause shall not, under any circumstances, constitute an advance assessment of damages should Cirion decide to terminate this agreement for breach in the events set forth herein, without

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prejudice to any other legal actions that Cirion may be entitled to take. Penalty Clause: The Supplier agrees to a penalty of fifteen percent (15%) of the value of this agreement for total breach, or prorated in the event of partial breach of its provisions. This penalty shall be enforceable without the need for prior private or judicial notice to place the other party in default, without prejudice to the principal obligations that each party must fulfill under this Agreement and the law.

In any case, it shall be understood that payment of the penalty does not extinguish the principal obligations, and that the compliant party may claim payment of the penalty plus compensation for damages at the same time, if applicable. This agreement shall be sufficient proof for the claim of the penalty. The enforcement of this penalty will not preclude compensation for damages if the amount of damages exceeds the penalty. The Supplier agrees that the amounts described in this clause may be deducted directly from any outstanding balances owed by Cirion. If no amounts are owed, they will be collected through enforcement proceedings, for which this Agreement, the Service Addenda, and evidence demonstrating the grounds for applying the Penalty Clause will provide the right to enforce.

The fines and penalties provided for in this clause will not be cumulative with damages assessed for delay related to the same act, obligation, or period of breach. If a delay becomes a total or permanent breach, the amounts previously assessed for such delay will be applied against the penalty provided for in this clause.

36. Supplier Code of Conduct.

Supplier agrees to comply with all the obligations provided in Cirion's Supplier Code of Conduct. The Supplier Code of Conduct will be considered an integral part of the Agreement and any breach of its provisions will be considered as a breach of the Agreement.

37. Personal Data.

Supplier shall always comply with the applicable data protection laws and shall not perform its obligations in such a way to cause Cirion to breach any of its applicable obligations under such applicable laws. To the extent that Supplier processes Cirion's personal data (including data of Cirion employees, customers and/or other Suppliers) Supplier shall: (i) process personal data only in accordance with lawful instructions from Cirion; (ii) not use personal data other than as necessary to provide the perform the Works under the Agreement; (iii) implement appropriate technical and organizational measures, to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, having regard to the harm that may result from unlawful or unauthorized processing, and the nature of the personal data to be protected; (iv) take reasonable steps to ensure the reliability and integrity of any Supplier personnel or permitted agent or subcontractor who have access to personal data and ensure that such parties are informed of the confidential nature of personal data and comply with the obligations set out in this section and applicable laws; (v) not transfer any Cirion personal data outside [complete country] without the prior written consent of Cirion; and (vi) From time to time comply with any reasonable request made by Cirion and allow audits to ensure compliance with the measures mentioned in this section.

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