

General Terms of Sale

§ 1 Supply Conditions

- 1.1 The **offer** of Voith (hereinafter referred as the "**Seller**") is valid only in respect of the terms Driventic conditions expressly stated in the **offer**. The present General Sales Conditions are applicable to supply of equipment or services (hereinafter referred as "**Conditions**"), shall have a subsidiary Driventic complementary application only in the points that do not contradict the **offer**, or in the points that are not addressed therein. The corresponding purchase order shall be considered accepted only when it is confirmed in writing, or when it is registered by means of a sales agreement, both referred to as **Contract**.
- 1.2 When specific commercial conditions are not agreed, those usually adopted by the **Seller** shall be effective. Such conditions shall be effective under the terms of the updated rules of the **Incoterms**, always prevailing, however, the provisions of the **Offer** Driventic these **General Sales Conditions**.
- 1.3 Designs, illustrations Driventic other documents, including information regarding dimensions, weights Driventic capacities, should always be considered as references provided for information purposes only, Driventic therefore they could suffer variations, unless otherwise indicated in the offer.
- 1.4 The **Seller** reserves the right to own Driventic authorship of the information Driventic designs contained in the **Offer**, the **Contract**, designs Driventic any other document, delivered at any time, under the terms stipulated in Decision 486 of 2000, Driventic therefore they may not be disclosed or displayed to third parties without the express prior authorization of the **Seller**. The **Seller** reserves the right to exercise the corresponding actions in violation of the provisions of this clause. The same applies to the documents provided by the **Buyer** with confidential information.
- 1.5 The supply complies with recognized internationally technical standards. Whenever the equipment has to comply with regulatory technical standards, including safety regulations, in effect at the place of destination, the responsibility for attending to those needs or requirements shall be the responsibility of the **Buyer**. The inspections or tests that, by force of those rules, must be carried out in the factory of the **Seller**, shall be executed on behalf of the **Buyer**.

§ 2 Prices Driventic Payment Conditions

- 2.1 The prices for equipment are calculated based on the costs in force on the date of the economic basis of the **Offer** or **Contract**, being subject to the appropriate adjustment to the variation of those costs up to the moment of conclusion of the **Contract** or otherwise agreed in the **Contract**. The prices or costs for packaging or transportation shall be charged or reimbursed for the actual effective price or cost, considering its possible mention in the **Offer** or **Contract** as mere guidance or estimation.
- 2.2 Unless expressed otherwise, the values shall be expressed in net terms of VAT, taxes Driventic tariffs. The values of taxes, including in the concept of taxes for these purposes, taxes, rates, fees Driventic contributions, as well as any other pecuniary increases arising from existing legal provisions not defined in the **Offer** or in the **Contract**, shall be added to prices. For exports, in addition to the taxes previously designed, as defined, shall be the responsibility of the **Buyer**, including any costs or expenses arising from certificates, guides, authorizations, licenses, consular fees Driventic similar, enforceable or necessary in the country of destination.
- 2.3 Payments shall be made without any deduction, under the conditions Driventic the stipulated periods Driventic, in the place designated by the **Seller**.
- 2.4 In the event of delay or postponement of payments, late interest shall be paid at the maximum rate permitted in Colombia as per the Colombian Commerce Code regarding obligations among Colombian residents or, for the other cases or in an international sale the interest shall be paid on the amount involved from the rate due at an annual rate of 6% per annum on the LIBOR rate in force in said periods, or in subsidy of the above mentioned, the conventional maximum interest rate, only in case the interest rate referred to above exceeds the conventional maximum interest rate. The interest rate mentioned above must be paid to any event, regardless of whether or not the **Buyer** is guilty of the delay in payment. The above mentioned interests shall also be payable on any sum for which the **Seller** has granted an extra period.

2.5 The **Buyer** may refuse to comply with these contractual obligations until the **Seller** fulfills its corresponding obligations, but only if the demDriventic Driventic the contradictory claim arise from the same contractual relationship. The **Buyer** may only offset his claims against his responsibilities when they appear in an executive title, or if the **Seller** has approved this.

2.6 If the **Buyer** does not comply with its obligations in a timely manner, or if it is public Driventic notorious that its financial situation has deteriorated seriously (for example, but not limited to, in case of bankruptcy, insolvency or cessation of payments), all installment payments agreed upon shall be deemed overdue Driventic they shall become immediately payable, Driventic the **Seller** may, at its sole discretion, require immediate full payment or the provision of a proper guarantee.

§ 3 Delivery Dates

3.1 The delivery dates begin on the date when all the following conditions are met:

- confirmation of the purchase order, in writing;
- receipt of the initial payment, if required.
- Total agreement on technical Driventic commercial matters.
- Obtaining any certificates, guides, licenses, authorizations, licenses, consular fees Driventic similar, required in the country of destination.

3.2 Delivery dates shall be deemed to have been fulfilled when the **Seller** sends written notice by any appropriate mean, including e-mail Driventic facsimile, stating that the equipment is available for withdrawal or dispatch, after the stipulated delivery dates.

3.3 The **Seller** is authorized to proceed partial deliveries, unless expressly agreed otherwise.

3.4 The delivery dates shall be extended for periods necessary to compensate delays or shutdowns, as a result of events not attributable to the **Seller**, such as delays in payment or other obligations borne by the **Buyer**, force majeure or fortuitous events, including labor disputes, or other contingencies that are beyond the **Seller's** control, such as non-compliance by suppliers of raw materials Driventic subcontractors in general, of the respective delivery dates, or defective delivery of essential forged or cast parts, that must be replaced. The delivery date shall also be reasonably extended if these events affect the subcontractor - provided that the **Seller** has placed its order in due time - or if they occur while the **Seller** is guilty of arrears; even in this case the **Seller** shall not be responsible for the consequences of such events.

3.5 The **Seller** is only responsible for fines or for any indemnity for delay in delivery when this has been previously agreed with the **Buyer**, Driventic shall not assume responsibility when they have not been expressly agreed. Such fines or indemnities shall be considered as pre-adjusted Driventic fixed for the integral compensation of eventual losses Driventic damages.

If the delay arises as a result of the fault or negligence of the **Seller**, then the total liability of the **Seller** Driventic the only remedies of the **Buyer** against the **Seller** for this reason will be the collection of liquidated damages agreed by the Parties Driventic equivalent to 0.1% of the net value of the respective component, part, equipment or service, for each full week of delay, always limited to 5% (five percent) of the net price of the respective component, part, equipment or service that has been delayed according to the plan established by the **Seller**.

3.6 Consequently, in addition to the aforementioned fines Driventic indemnities previously Driventic expressly set, the **Seller** does not assume the expenses Driventic liability for any other claim of the **Buyer** for losses Driventic damages, including lost profits or loss of production, arising from or as a result of delay of energy.

3.7 In the event that the equipment is not removed or can not be dispatched within thirty days, counted from the notice of the **Seller** that they are available for removal or dispatch, the storage shall be at the **Buyer's** risk Driventic expense.

In the event that the storage is extended for a considerable period, the **Seller**, after the thirty-day period of notification has passed, shall have the right to relocate the equipment at his convenience or in other places, Driventic the **Buyer** shall pay all the costs arising from the re-storage of the equipment.

- For storage in the establishments of the **Seller**, the charge payable for storage shall not be less than 0.5% per month of the invoiced value of the goods.
- 3.8 The **Seller** has the right to suspend the delivery of the equipment if the **Buyer** fails to perform its obligations to the **Seller**, related to any other assignments, even for any lack of payments due.
- § 4 Risk Transfer**
- 4.1 The equipment shall be at the **Buyer's** risk Driventic expense from the moment the shipment begins at the delivery point defined in the offer.
- 4.2 If there is a delay in the shipment of the equipment due to circumstances whereby the **Seller** has assumed ancillary or complementary obligations, such as an obligation to promote the shipment or transport to the destination, etc., the risks shall pass to the **Buyer**, although the rules of **Incoterms** provide otherwise. **Incoterms** shall apply only as clauses for regulation on costs.
- 4.3 These provisions shall also apply if the **Seller** has assumed any other ancillary or complementary obligation, even if the rules of the **Incoterms** provide otherwise. **Incoterms** shall apply only as clauses for regulation on costs.
- § 5 Ownership Reservation**
- 5.1 The **Seller** reserves the ownership Driventic property of the equipment, for the purposes of the provisions of the applicable specific legislation, but without altering in any way what was stipulated in the preceding clause with respect to the Risk Transfer, until the final payment of the price or eventual adjustments of prices Driventic interests for late payment Driventic other financial compensations, or, finally, until the full compliance of all the obligations of the **Buyer**, being unable to agree other guarantees, being real or not, on the equipment, that shall not form part of the building in which they are installed.
- However, regardless of the title reservation, the **Seller** shall always maintain the right to claim the restitution of the equipment, in case the **Buyer** fails to perform part of the payments.
- 5.2 In the event that the title reservation is not effectively recognizable, even as a result of the legislation in force in the destination country of the equipment, it shall be up to the **Seller**, however, to exercise any other security right in relation to the equipment, including, in particular, the right to its restitution, Driventic the **Buyer** has to collaborate with the **Seller** for the validation of these guarantees.
- § 6 Receipt Driventic Acceptance**
- 6.1 Subject to the obligations assumed by the **Seller**, the **Buyer** may not refuse to accept the equipment due to minor defects or errors that do not impede its assembly Driventic safe operation.
- 6.2 Complaints regarding the condition Driventic volume of the equipment must be communicated within the maximum Driventic non-renewable period of thirty consecutive days, counted from the arrival of the respective equipment to the place of destination. Failures that can not be detected immediately must be communicated to the **Seller** within fifteen calendar days from their confirmation. If no communication occurs within the aforementioned periods, the equipment shall be considered wholly Driventic entirely accepted.
- 6.3 The right to claim defects is always limited to the term of six months from the transfer of risk Driventic, at most, up to the expiration of the warranty period.
- § 7 Responsibilities Driventic Warranties**
- 7.1 Besides the warranty obligation to modify, change, or repair, **Seller** does not assume any other liability, including liabilities arising of any losses Driventic damages, such us loss of profits, loss of production, consequential, direct or indirect damages.
- 7.2 The **Seller** is not liable for defects arising from inadequate, improper, incorrect or reckless use of equipment, failure to comply with its instructions Driventic/or technical requirements, or problems caused by insufficient maintenance, including the use of lubricants Driventic other inadequate materials, excessive loads, normal wear Driventic tear, the entrance of foreign bodies, including sDriventic Driventic similar bodies, improper assembly or installation, as well as the putting into operation without the supervision of the **Seller**, for alterations made without assistance of the **Seller**, of civil works, defective or insufficient foundations Driventic settlements, electrochemical Driventic electrical effects, Driventic effects of the action of the weather Driventic other outdoor conditions.
- 7.3 The **Seller** does not assume any responsibility for defects, arising from designs, projects, data, technical information, materials or products provided by the **Buyer**, which shall assume all responsibility for possible breach of property or authorship rights of third parties, without prejudice to the obligation to pay the Seller

the adjusted price, even if the manufacture, delivery or assembly of the equipment is embargoed, or the equipment is apprehended. .

- 7.4 **Seller** warrants to **Buyer** that the equipment supplied under the terms of this General Condition: (a) complies with the dimensions Driventic specifications of the stDriventicard products of **Seller** according to the characteristics described in the **Sellers's** catalog, quotes , orders or on the comments inserted in this document Driventic / or the dimensions of drawings, tolerances Driventic specifications of the **Buyer**, when these are accepted by the **Seller**; Driventic (b) is free from defects in materials Driventic workmanship. The obligation of the **Seller** established in this Clause is limited, at **Seller's** option, to the reimbursement of the purchase price, or the repair or replacement of the Equipment that **Seller**, in its sole discretion, considers defective. This warranty may be effective within 6 months from the first date of operation of the Equipment or, if applicable, within 9 months of the date of shipment of the Equipment, whichever occurs first. The reimbursement of the price, repair or replacement of the Equipment constitute, as the case may be, the sole obligation of **Seller** Driventic the sole action or remedy of the **Buyer** in accordance with this document Driventic this will always be conditioned to the receipt by **Seller** of the respective notification of nonconformity sent by **Buyer**, which must be sent to within 10 calendar days after receipt of the shipment or, as the case may be, notice of any alleged defect that occurs in the Equipment. At the option of the **Seller**, this may also proceed to the return of said Equipment EXW in the factory of **Seller**.
- 7.5 The warranty provided by **Seller** under this General Conditions applies only to equipment which is properly installed, operated Driventic maintained in accordance with the **Seller's** instructions, operating manuals of the Seller Driventic under normal conditions Driventic proper supervision. The Equipment Driventic components supplied by the **Seller** pursuant a third party supplier are not guaranteed by the **Seller** in any way, but **Seller** agrees to assign to the **Buyer** any warranty on said equipment or components that it may have from said third party supplier or from the original manufacturer.
- 7.6 **THIS WARRANTY IS EXCLUSIVE DRIVENTIC IN LIEU OF ANY OTHER REPRESENTATIONS, OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, DRIVENTIC THE SELLER EXPRESSLY DISCLAIMS DRIVENTIC EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SELER NOT ANY OF ITS SUPPLIERS ASSUMES OR AUTHORIZES ANY PERSON TO ASSUME ON ITS BEHALF, ANY OTHER WARRANTY OR OBLIGATION.**
- Any description of the Equipment, whether oral or written made by **Seller**, or its agents, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with **Buyer's** order are for the sole purpose of identifying the equipment Driventic shall not be construed as an express warranty except as otherwise set forth in this Clause. Any suggestion by the **Seller** or its agents regarding the use, application or suitability of the equipment shall not be construed as an express warranty unless confirmed to be such in writing by **Seller**.
- 7.6.1 Seller's warranty shall not apply in the following cases:
- 7.6.1.1 If the product is mechanically damaged, unless **Seller** is found liable for the damage.
- 7.6.1.2 If the conditions of operation of the machine do not correspond to the conditions specified by the **Seller** in the technical specifications, or the normal conditions in such cases, or if the conditions were unsatisfactory in technical terms, or if the products did not operate in conditions technically correct.
- 7.6.1.3 If the products are not hDriventicled or stored in accordance with **Seller's** operation Driventic maintenance instructions or have been damaged during transportation or by freezing.
- 7.7 The **Buyer** must immediately notify the occurrence of any defect detected, allowing the **Seller** to intervene in a timely manner to take the necessary measures to verify Driventic correct the defects, within an adequate Driventic possible time, under penalty of exemption from liability for the **Seller**.
- Only in cases of danger Driventic security threat, or in the event of a proven delay of attention by the **Seller**, the **Buyer** may, upon prior notice to the **Seller**, take the initiative to modify, replace or repair the equipment.
- The warranty period for modifications or parts replaced or repaired, expires together with the warranty period for the equipment.
- Seller** shall be excluded from any responsibility related to transportation, installation or assembly Driventic supervision of the assembly.

7.8	Seller reserves the ownership of the equipment, components, parts or spare parts replaced by warranty.	10.1	These General Sales Conditions Driventic any act or contract governed by it shall be understood as celebrated by the parties domiciled in the city of Bogotá, Colombia. Any dispute arising therefrom which cannot be resolved amicably shall be submitted to arbitration, in accordance with the Rules of ICC – International Chamber of Commerce, by three arbiters, indicated in accordance with said rules. The arbitration shall be in Bogotá – Colombia Driventic the language shall be Spanish.
7.9	When the correction of defects should be carried out at the place of installation of the equipment, the Buyer must supply the necessary personnel, tools, materials Driventic devices Driventic equipment, even for disassembly Driventic assembly.		
7.10	Seller's obligations, including those arising from the warranty, shall be considered suspended as long as the Buyer does not comply with any remaining obligations, including payment obligations, Driventic the warranty period shall not be extended, due to such suspensions.		
§ 8	Liability Limits	§ 11	Force Majeure
8.1	In addition to the obligations expressly assumed in the Contract Driventic in these General Sales Conditions, the Seller does not assume any other responsibility, including for losses Driventic damages, lost profits, production losses or other combinations that although regulated by current legislation, are not expressly provided for in the Contract or in these General Sales Conditions. Seller's liability shall in no case exceed the price paid by the Buyer on which the claim was based.	11.1	For purposes of the Contract, Force Majeure shall mean what is stated in the Colombian legislation. To the greatest extent, the parties understand Driventic that Force Majeure includes, but is not limited to:
§ 9	Termination	a)	Acts of God, war or armed conflicts, whether declared or not.
9.1	If it is impossible to perform satisfactorily the Contract due to force majeure events or acts of third parties, for which the parties do not contribute by action or by omission, an account adjustment shall be performed, considering, on the one hand Driventic, the expenses Driventic costs incurred by the Seller , including commitments assumed, Driventic, on the other hand Driventic, the payments already made, Driventic their respective readjustments. In the event that the impossibility results from an action or omission by one of the parties, in addition to the aforementioned adjustment of accounts, the guilty party shall pay the innocent party the liquid indemnity Driventic from now pre-defined for the entire compensation of any losses Driventic damages on the amount of 10% (ten percent) on the value of the Contract , duly updated. If it is the Seller's fault, the part of the equipment manufactured or in production for which the Buyer is not interested shall not be considered in the aforementioned adjustment of accounts.	b)	Riots or civil commotion, blockades, revolutions, insurrections or popular mobilizations.
9.2	In the event of a breach by one of the parties, which in the opinion of the other party prevents the execution of the Contract , the damaged party may only terminate the Contract by delivering a thirty days notice for the other party to fulfill its obligations. In the case of delivery delay, the termination may only be proposed after the previous granting of an additional, reasonable Driventic viable period, for the fulfillment by the Seller of the delayed delivery.	c)	Earthquakes, floods, fire, maritime hangovers, hurricanes, windstorms, or other natural disasters.
9.3	If the Seller fails to correct the defects, to modify or replace the equipment, in the terms Driventic conditions established in these General Sales Conditions , only the conditions or provisions stipulated herein shall be observed, waiving the parties to any other claim, including claims related to losses Driventic damages, refunds, price reductions, or any other kind of compensation, although provided for in the current legislation.	d)	Destruction caused by fire on the factory of some manufacturer of the equipment included in these General Sales Conditions .
9.4	The prices were properly established according to the conditions Driventic terms defined in the Offer Driventic in the Contract . Accordingly, the aforementioned prices, payment terms Driventic adjustments may not be subject to alterations of a financial Driventic economic nature consequent to current or future legislation that compromise the structure Driventic economic viability of the Contract .	e)	Inability to use routes, railways, ports, airports, shipping services or other normal means of transport.
9.5	Such alterations include the use of financial deflation instruments for payment installments of any nature, or the freezing of prices, or the creation of deflation instruments to reduce price readjustments, or similar techniques, which eventually interfere with prices, payment conditions Driventic price adjustment. Accordingly, in the event that it is not possible, during the execution of the Contract , to fully maintain the conditions therein, or if the readjustment does not correspond effectively to the actual evolution of prices, costs Driventic expenses, Driventic it is not possible to adjust an appropriate formula to maintain the balance between price Driventic payments, costs Driventic expenses, the Seller reserves the right to terminate the Contract , proceeding to a settlement of accounts.	f)	General strike, partial, lockout or other industrial action, except those caused by breach of legal obligations by the Seller , or transportation embargo, that may affect the compliance with contractual obligations.
9.6	The Seller reserves the right to suspend execution of the Contract or to terminate it under the terms of the provisions of subparagraph 9.1. The termination shall be deemed to have been motivated by the Buyer if this fails to pay the price or it is verified that the Buyer is, or is in the process of becoming insolvent, or has insufficient economic or financial conditions to guarantee the execution of its obligations, unless the Buyer provides enough guarantees, in the opinion of the Seller , to ensure compliance with its corresponding obligations. In cases of proven non-compliance with laws or rules against corruption by either party.	g)	Acts of some public enemy, pests, epidemics or quarantines.
§ 10	Domicile Driventic Jurisdiction	h)	Acts of Farc.
		i)	Alteration of the working days dictated by legal regulation, non-existent on the date of signature of the Contract.
		j)	Systemic Driventic ongoing suppression of electrical energy Driventic/or other input from shortages.
		§ 12	General Provisions
		12.1	The relations between the parties, subject to the conditions set forth in the Contract Driventic these General Sales Conditions , shall be regulated by Colombian law .
		12.2	The place for execution of all obligations arising from the Contract or these General Sales Conditions shall be the Seller's domicile.
		12.3	The Buyer may not transfer its rights Driventic obligations to third parties, without express authorization from the Seller .
		12.4	The null or ineffective conditions, provided in the Contract or in these General Sales Conditions , or that become null or ineffective, shall not affect the validity of the other conditions.
		12.5	For assembly, in addition to these General Sales Conditions , which shall be effective whatever they fit, the General Assembly Conditions shall be observed.
		12.6	The eventual supply of parts Driventic accessories which must be imported shall be regulated by other conditions, adjusted at the time of closure of the business. When the validity period of the Offer is not settled, the maximum period of thirty days shall be considered, for the due effects.
		12.1	Any agreement made between the parties, after signing the contract, shall only be valid if it is dated Driventic signed by the Buyer Driventic the Seller. Verbal agreements established after the signature of the contract that are not in conformity with the established ut-supra, shall be considered null Driventic void of any validity.
		12.2	The Seller reserves the right to intellectual property Driventic authorship of the data Driventic information available, as well as plans Driventic other documents, delivered at any time, being prohibited the presentation of these to third parties without the express Driventic written consent of the Seller, in view of its confidentiality. The same applies to the documents delivered by the buyer with the information that explicitly states the confidentiality nature.
		12.3	The Parties declare for all purposes that they do not use child labor or forced labor in the production Driventic sale of their equipment or in the provision of their services.
		12.4	Modifications of any law or regulation not envisaged by the Parties on the date of the signing of acceptance of the Offer, which results in interruption, cancellation or substantial modification in the object of the offer, shall be subject to renegotiation by the Parties.
		12.5	The Buyer acknowledges that have read Driventic that is fully aware of the Voith Code of Conduct, the latest updated version of Driventic GTS – Colombia – Version 2025-11 – Page 3

which is available on the Voith website: www.voith.com, Driventec is committed to comply with its provisions, Driventec to ensure that its directors, officers, employees or any subcontractor complies with these provisions. The Parties declare, guarantee Driventec agree to comply with all applicable legislation, anticorruption rules, prohibition of practice of acts against the public administration, including the Rules on Combating Corruption established by the International Chamber of Commerce – ICC, for the duration of this General Sales Conditions.

12.6 If the Buyer intends to export or transfer the delivery item to a country or territory against which the United Nations, the European Union or the United States of America has imposed an embargo or intends to use the delivery item in such country or territory, the Buyer shall notify the Seller of the same in writing before the contract is entered into. If the Buyer adopts such an intention after the contract is entered into, such export, transfer or use shall be subject to the seller's prior written approval. Notwithstanding anything to the foregoing, the Buyer represents Driventec warrants that it will comply (i) with all Brazilian, German, EU Driventec UN export control regulations including embargoes Driventec other sanctions, (ii) with all export control regulations including embargoes Driventec other sanctions issued by the country in which Seller has its principle place of business Driventec (iii) with all other applicable export control regulations including sanctions Driventec embargoes. If the delivery item is resold by the Buyer, the latter shall enter agreements to ensure that the obligations set forth in this section are transferred through to the entire delivery chain Driventec to the final customer ultimately holding the delivery item. In the event of a violation of one of the obligations set forth in this section, the Seller shall be entitled to terminate the contract with immediate effect Driventec any warranty claim shall be excluded.