

This document contains the general contracting conditions ("GENERAL CONTRACTING CONDITIONS" or "GCC") for any commercial relationships between INDURA S.A. and / or any of its related companies ("INDURA") and the individual or legal entities with whom may enter into a business relationship ("SUPPLIER") to acquire equipment and / or goods (hereinafter, the "Goods") and / or services (hereinafter, the "Services"), defined in the purchase order ("ORDER") header. The GENERAL CONTRACTING CONDITIONS are understood to be incorporated into the ORDER issued by INDURA as a member thereof.

In case of contradiction between the ORDER and any other contractual document that the SUPPLIER sends or requests to subscribe, the ORDER will prevail.

1. Change to the ORDERS: any alteration, modification or addition to the Goods or Services, or any change in the terms of the ORDER, will be effective only by changing INDURA's ORDER, in formal and written.

2. Suspension of the ORDERS: INDURA may, at any time and for any reason, suspend the Goods shipment or execution of Services under any ORDER, by written notice to the SUPPLIER, without any further compensation or fine by INDURA.

3. Early Termination of the ORDERS: INDURA may terminate the ORDER, at any time, without giving the SUPPLIER the right to claim compensation or any fine, except for the payment of the goods supplied and services executed and accepted by INDURA. INDURA will inform the SUPPLIER of such termination, by written communication sent at least eight (8) days in advance of the effective date.

4. Termination for Default: If the SUPPLIER fails to comply with any of its obligations, INDURA may cancel or terminate the ORDER, at any time, and / or any request, partially or totally, in full and without the need for a court resolution, by written notice to the SUPPLIER.

5. Execution of the ORDER: The delivery term of the Goods or Services will be the one indicated in the ORDER. If the SUPPLIER cannot meet the deadline, must notify INDURA immediately and INDURA may, at its option, cancel the ORDER without being obliged to additional payment, fine or compensation of any kind, whether due to emergent damage, loss of profits , moral damage, consequential or indirect damages, or any other.

6. Price and Payment: INDURA will pay the SUPPLIER for the Goods and / or Services the prices and other concepts expressly indicated in the ORDER, and in the manner indicated therein .The SUPPLIER must submit to INDURA the pre invoice or payment status detailing the delivered Goods or executed Services within the first five (5) calendar days of the month following the delivery of the Good or Service executed for INDURA approval. Once that document is approved, INDURA will pay within the period established in the ORDER. Each invoice must comply with the requirements demanded by INDURA and the following must be attached: (i) Proofs or delivery guides with approval and acceptance receipt; (ii) vouchers required in the Regulation of

Contractors and other Indura Service Providers, if applicable, in accordance with the requirements of INDURA.

7. Taxes: All taxes arising from the sale of the Goods or provision of the Services will be borne by the SUPPLIER. The SUPPLIER recognizes and accepts that the price in the ORDER is unique and unmodifiable and irrevocably renounces to make claims for concepts or factors not contemplated and to demand any price readjustment.

8. Title of Ownership and possession: The SUPPLIER declares and guarantees that it has a legitimate right of ownership and possession over the Goods and materials and has the right to use and sell them. It also guarantees that there is no tax, limitation of domain, legal act or claim whatsoever and that it will respond to INDURA and defend it and hold it harmless against any claim and / or lawsuit of a third party in this regard.

9. Raw materials and spare parts: The SUPPLIER undertakes to use new and suitable materials and spare parts, for the purpose for which they are intended, free of all defects, in perfect working conditions and that comply with the technical specifications, drawings and descriptions established by INDURA or standard in the market.

10. Packaging: The SUPPLIER will pack, transport and deliver each good in an appropriate packaging that offers protection and meets the technical and regulatory requirements for each class of product.

11. Quality Assurance or Suitability of the Good : The SUPPLIER will fully guarantee the quality and suitability conditions of the Goods in the ORDER, and undertakes, during the term of the legal or contractual guarantee extended by the SUPPLIER, to the timely and due Good repair or replacement, where appropriate, assuming all costs, expenses or work that this situation might cause. The quality or suitability of the Goods will be qualified at the sole discretion of INDURA and may request the guarantee against any damage, defective or insufficient product to fulfill the purposes for which it has been acquired.

12. Safety and Environment: The SUPPLIER must comply with all legal safety, occupational and environmental health regulations and instructions that INDURA indicates for the delivery of Goods and the execution of Services, including provisions on uniforms, identification, use of safety implements, compliance of labor obligations, driving and vehicle specifications, download, safety courses and inductions as appropriate, provision of packaging and waste, etc., and it will be liable for any damage caused to INDURA or third parties for breach of these regulations. It is obliged to comply with the provisions of the Regulation for Contractors and Other Service Providers of INDURA.

13. Fines for Delay or Default and for compliance with safety regulations : In case of delay of the Supplier in the complete delivery of Goods or Services INDURA may charge a fine for each day of delay, equivalent to 0.5% of the value of the Good or Service up to maximum limit of 20% of the value of the ORDER, which will not extinguish the obligation of the SUPPLIER to fulfill its obligations and without prejudice to the powers of INDURA to cancel or terminate the ORDER and to demand compensation for damages.

The supplier must ensure the integral safety of its workers and it is INDURA's policy to protect the safety and health of its employees and its contractors. The occurrence of an accident or incident negligently, as well as the negligent breach of the Special Regulations of Contractors Companies and other Service Providers will entitle INDURA to apply a fine equivalent to 3% of the ORDER, which will be automatically deducted from the amount to be paid.

INDURA may collect fines directly and / or by total or partial compensation of any amount owed to the SUPPLIER, without the need for judicial intervention.

14. **Responsibility:** The responsibility of INDURA will be limited to payment of the price in the term and form indicated in the ORDER, once the Supplier has fulfilled all its obligations. INDURA will not be liable to the SUPPLIER for loss of profit or loss of production, loss of use, loss of image, loss of savings or profit, loss of income, loss of contract or for any loss or direct, indirect, incidental, moral damage or other damage.

15. **Intellectual Property:** All documents, reports, plans, studies, technical information and others that are produced or executed by reason of the ORDER, will be the property of INDURA, which will be entitled to register them with the competent body, if desired, and also to use them freely and unlimitedly, directly or through a third party, without restriction.

16. **Assignment and Subcontracting:** INDURA may assign the ORDER to any of its related companies without the need for authorization or approval of the SUPPLIER. The SUPPLIER may not subcontract or assign, in whole or in part, its obligations under the ORDER without the prior written approval of INDURA.

17. **Indemnity:** The SUPPLIER will hold INDURA, its shareholders, directors, officers, employees, agents, representatives or subcontractors harmless for the damages caused as a direct or indirect consequence of acts or omissions of the SUPPLIER or directors, officers, employees, agents, representatives or subcontractors and will defend the rights and interests of those of any petition, demand, claim, administrative and / or judicial action and / or any other that any third party could try, and INDURA may then choose the legal defense and / or judicial of your choice, at the expense of the SUPPLIER.

18. **Independent SUPPLIER:** Nothing contained in the ORDER will be interpreted in the sense of constituting a different relationship to the purely commercial relationship with the SUPPLIER and therefore does not constitute an employment relationship between the Parties. The SUPPLIER is an independent entity and not a representative, agent or employee of INDURA in the execution of the ORDER and will not have the power to make any declaration, representation or commitment of any kind, or to take any binding or mandatory action for INDURA. The SUPPLIER will be solely and exclusively responsible for fulfilling its obligations with its employees, suppliers and contractors. If, due to the SUPPLIER's breach of its legal and contractual obligations, and due to the provisions of the INDURA legislation, it is obliged to make payments or compensation corresponding to the SUPPLIER, INDURA will have the right to repeat against the SUPPLIER, and may withhold any amount owed to the SUPPLIER for any concept, billed or not, up to the values that

were being collected judicially or extrajudicially, plus readjustment and interest and / or charging directly.

19. **Compliance and Integrity:** By the acceptance, by any means, of the Order including the mere fact of delivering the Good or executing the Service, the Supplier declares to know and is obliged to comply with the **Crime Prevention Model (CPM)** that INDURA Chile has implemented in compliance with the Law No. 20.393 on Criminal Liability of Legal Persons in crimes of money laundering, financing of terrorist behavior, bribery to national or foreign public officials, bribery or corruption between individuals, reception, misappropriation, incompatible negotiation, unfair administration and water pollution.

Likewise, it declares and guarantees that it will take all necessary and effective measures to comply and ensure that its workers or dependents, as well as its subcontractors, comply with the law and the code of conduct of Air Products companies and with the standards of probity, good practices, moral and ethical requirements required by law and INDURA, during the entire term of the commercial relationship between the parties. Upon violation of these rules and principles, the Supplier undertakes to inform INDURA and immediately take the necessary measures to clarify the facts and avoid any damage to INDURA's assets or image. Such complaints may be made through the Integrity Line System on the www.airproducts.com/integrityonline.

Consequently, the Supplier declares that it authorizes INDURA to use the GTS tool, and / or other (s) that replaces or complements it, which in general terms consists of a system that allows to review sales and deliveries that are carried out by the parties, and if according to the criteria used by said tool, it is determined that a purchase of products is being made to any natural or legal person that performs improper practices, INDURA Chile will be empowered to block and suspend purchases or Supplier orders immediately.

20. **Notifications:** Any notification, communication, delivery, requirement or request made between the PARTIES must be in writing.

21. **Applicable Law and Address:** The ORDER and commercial relationship derived from it will be governed and interpreted in accordance with Chilean law and for all purposes the parties agree that the contractual address is the city and commune of Santiago de Chile.

22. **Protection of Personal Data:** The Supplier is obliged to strictly comply with the obligations of Law 19.628, its complementary and regulatory norms (or those that in the future replace them, modify or complement them), in relation to the collection, storage and treatment of the personal data that it may access on the occasion of the ORDER. The Supplier declares by itself and by the aforementioned persons, that it will take all appropriate technical, physical, and administrative measures to protect personal data. Consequently, it is obliged to adopt technical and organizational measures appropriate to the risks of data processing, which are necessary to guarantee security and confidentiality.

The Supplier guarantees that the personnel under its charge or subcontractors that participate in the delivery of the Goods or execution of the Service object of this Contract,

have authorized and authorize the transmission of their personal data to INDURA to achieve the contractual purpose and improve the quality of services.

23. Confidentiality and Dispute Settlement: All information to which the SUPPLIER, its employees, executives, officials or representatives or subcontractors, have access on the occasion of the execution of the ORDER, whether scientific, technical or commercial and other, while not public domain, or there is no express agreement of both Parties, must be maintained under the strictest confidentiality, and the SUPPLIER is obliged to accept by any means of the Order, including the mere fact of delivering the Good or performing the Service, not disclose it either by an

interposed person, or to use it in their favor or by third parties.

Any difference that arises between the Parties that are related to the ORDER, including without limitation to the interpretation of the ORDER, its celebration, validity, execution, compliance, termination or the future consequences thereof, not being able to be arranged directly by the PARTIES in a maximum term of ten (10) business days, must be resolved through the ordinary justice of Santiago, Chile, at the request of any of the Parties.

All this information can be found at:
<http://www.airproducts.com>