



# AUSTRAL GROUP S.A.A.

**RUC: 20338054115**

OF: Av. Victor Andres Belaunde 147 San Isidro, Lima-Edificio "Real Siete" Centro  
 Empresarial Real SAN ISIDRO 01  
 TELEFONO / PHONE: 710-7000 FAX: 440-7668

## PEDIDO DE COMPRA - PURCHASE ORDER N° : 30000234

### 8. PROGRESS

The Supplier takes responsibility for the Goods and Services provided at its own risk and own financial, technical or material resources.

The Supplier shall provide Austral with a copy of the time schedule necessary for the organized and adequate production of the Goods and/or Services. The Supplier shall give Austral access to the manufacture process and shall cooperate, so that Austral can monitor and improve the progress, not exonerating the Supplier of the responsibilities regarding the Goods and/or Services contained herein.

The Supplier shall comply with all legal obligations and other obligations that have been established before hiring that are related to the activities, being the only responsible for facing any individual or legal entity for any complaint or obligation regarding operations; assuming, therefore, all responsibility resulting from the relationship with Austral, expressly releasing the latter from any responsibility for the stated concepts.

### 9. EXAMINATION AND VERIFICATION

The Supplier shall examine the Goods and/or Services and certify and/or validate them so that they are delivered according to the conditions specified in the Order. The Supplier shall give Austral the access to examine the processes and the Goods and/or Services. Any examination or delivery approval shall not imply the acceptance of the Goods and/or Services.

### 10. GUARANTEES

The Supplier guarantees that the Goods and/or Services shall be provided to Austral in accordance with the specifications, plans, instructions, and other descriptions provided or required by Austral. The Supplier shall be responsible for failures that might exist.

The guarantee term will last: (i) the time stated in the guarantee provided by the manufacturer; and, (ii) in other cases, the guarantee will cover 12 months from the use date and/or use of the Goods and/or Services, or 18 months from the date of delivery. The aforementioned guarantees are additional to all the other express or implicit guarantees according to the law.

In case Austral discovers that Goods and/or Services do not meet the specifications contained in the Order, it shall reject those not meeting its quality standards and expectations and shall notify the Supplier for their repair or replacement within a period of fifteen (15) calendar days maximum (or following the periods agreed with Austral) at its own risk. If the Supplier states or by means of its actions shows no disposition to make such repairs, Austral shall charge to the Supplier the cost of such repairs or replacements including the incurred expenses. The Supplier agrees with this by signing this document. In this regard, Austral may terminate the contracts, notwithstanding the corresponding penalties or compensations.

The incurred expenses referred to in the paragraph above shall include but not limited to removal costs, profit derived from spare parts and labor, repair, transport, destruction, storage, and any other incidental damage caused by the imperfect Goods and/or Services, among others. The Supplier shall refund Austral all the mentioned expenses and costs, within fifteen (15) days after the reception of the pertinent invoice or in accordance with the periods agreed with Austral; otherwise, Austral can make the respective discount and/or withholding in case there are outstanding payments in favor of the Supplier.

### 11. COMPENSATION

The Supplier shall hold Austral and its directors, employees, and/or officials harmless from any contingency, loss, damage, responsibility, expense, cost, among others, resulting from any person's injury or death or property damage, including damage or failure in the goods provided resulting from the execution or non-execution of the Order, as well as the unfulfillment of the Supplier's obligations contained in the Order, and Austral shall be exempt from any damage or responsibility regardless of nature, extent, or time.

Furthermore, in case of any damage, loss, theft in prejudice of Austral that could occur during the execution of the Order, that are due to the negligent or intentional unfulfillment of the Supplier's obligations or the dishonest act of the personnel in charge, the Supplier shall pay the replacement of goods and/or repair of facilities. In addition, the Supplier shall be responsible for the damages that may affect third parties (either Austral's employees or external visitors).

### 12. INTELLECTUAL PROPERTY

The Supplier states that it owns and/or has the respective license to use and/or exploit the intellectual property rights such as copyright, software licenses, brands, patents, among others, that may be used in the Service provision and/or in the Goods sale, when necessary.

Notwithstanding the above mentioned, the Supplier shall compensate and hold Austral harmless from any complaint regarding the misuse of intellectual property involved in the Goods sale and/or the Services provision and shall exempt Austral from any damage or responsibility regardless of their nature, extent, or time, when accrued or effective.

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### 13. DOCUMENTS AND MANUALS

The Supplier shall provide the manuals, instructions, and other applicable documents that are necessary for the correct installation and operation of the Goods provided.

At Austral's request, the Supplier shall provide all plans, technical files, certificates, reports, designs, and other documents related to the Goods and/or Services that are being acquired, so that Austral meets the pertinent certification requirements before public and private entities.

In case the Supplier provides plans or technical drawings, specifications, and other relevant information to Austral for revision and approval, such revisions and approvals shall not exempt the Supplier from its obligations contained in the Order.

### 14. CONFIDENTIALITY

All information and records (photographs, films, recordings, plans, maps, documentation, analysis results, etc.) that the Supplier obtains and/or generates in relation with the Order, shall be owned exclusively by Austral. All information obtained by the Supplier based on the Good manufacture and/or the Service provision, as long as it is generated by itself or third parties, regardless of the means - written, magnetic, etc. - shall be confidential. This confidentiality shall be mandatory for the Supplier for a four-year term from the signature of this document. The Supplier is allowed to disclose this confidential information to third parties only when authorized in writing by Austral or in case of legal mandate or court order.

### 15. PRIVACY AND PERSONAL DATA PROTECTION

Any information provided by the Supplier regarding the Order shall be kept and stored at the Personal Data Bank, as it is established in the Personal Data Protection Act and its Regulations.

Austral guarantees that this information shall be used only to comply with the obligations and rights resulting from the Order.

All information related to the Order that is not included in the protection assumptions of the Personal Data Protection Act and its Regulations shall remain completely undisclosed for a four-year term, except for Austral's express authorization.

### 16. SUBCONTRACTING

The Order shall not be allocated nor subcontracted - partially or totally - by the Supplier without Austral's consent in writing.

If it is the case and with no previous request, the Supplier shall send Austral a copy of the subcontracts approved immediately.

The Supplier and the subcontracted individuals and/or legal entities assume all legal obligations jointly and severally.

### 17. FORCE MAJEURE OR ACT OF GOD

In case of force majeure or act of God events affecting any of the Parties, no complaint against the other party will be filed nor contract will be terminated, if these failures or omissions arise from a reasonable cause that is beyond the control of the party subject to the force majeure or act of God event.

The unexpected event that cannot be resisted will be considered force majeure or act of God. In this regard, the force majeure or act of God shall be not attributable; it means, it is due to a cause completely external to the will of the parties, unpredictable, meaning that it could not have been anticipated in the ordinary and common calculations, and intolerable, meaning that it could not have been avoided, even taking ideal measures to face it.

### 18. HARMLESSNESS AND ENVIRONMENT

The Supplier is responsible for the Goods and Services provided are safe and innocuous - as it is applicable - and do not have environmental impacts infringing current environmental regulations, according to Austral's Quality Policy the Supplier is aware.

### 19. OCCUPATIONAL HEALTH AND SAFETY

The Supplier has full knowledge that all proceedings for the provision of Goods and/or Services to Austral shall be executed in compliance with Act N° 29783, Occupational Health and Safety Act and other supplementary regulations.

The hired Supplier of the Goods and/or Services shall confirm that its personnel is capable to execute the work assigned and has the Supplementary Occupational Risk Insurance (SCTR for its Spanish acronym), the respective Personal Protection Equipment, and the pertinent work uniform.

In this regard, the Supplier shall present - prior the execution of the order - an affidavit stating that the workers assigned to Austral meet all legal requirements, attaching a copy of their SCTR policy. In addition, Austral reserves the right to request any related documentation, in order to confirm the thorough compliance with the legal requirements established.

It is important to note that the Supplier will be responsible for any legal unfulfillment regarding occupational health and safety and shall assume any

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obligation that could be imposed to Austral.

In case of goods purchase (chemical products and/or hazardous materials), the Supplier shall include a Material Safety Data Sheet in Spanish.

The Supplier is responsible for complying with our Occupational Health and Safety standards as follows:

### 19.1 Before entering our facilities and starting working:

" Ensure that all its personnel meets the requirements contained in the document Occupational Health and Safety Requirements R-SSO-003, attached to the Order, as well as verify the safety conditions of its tools and equipment entering our facilities.

" The Occupational Health and Safety Supervisor of the office shall assess these requirements and authorize the Supplier's access based on the results. Additional information may be requested, if necessary.

" The Supplier will be able to enter our facilities when it has an authorization - in writing or via email - granted by the Occupational Health and Safety Supervisor.

" Finally, the Supplier shall take part in the "Induction Talk" given by the Occupational Health and Safety Supervisor.

### 19.2 During the execution of works:

" The Supplier shall give all its personnel the talk "5 minutes of safety" every day prior to the execution of works.

" The Supplier and Austral representative shall grant a "Work Permit" every day prior to the execution of works, in order to establish prevention controls according to the risk levels identified. These permits shall be granted in the workplace under the signatures of the people involved.

" The Supplier is responsible for supervising works on a permanent basis and correct any unsafe condition and act that may arise.

" In case of any work incident, it shall be notified immediately to Austral's representative and - depending on the case - first aid will be provided and/or emergency evacuation will be performed.

### 19.3 At the end of the workday:

" At the end of the workday, the Supplier and Austral's representative shall proceed with the "Work Permit Closure" at the workplace, ensuring that the zone remains clean and tidy and the remains are properly disposed.

In case of unfulfillment of our standards and depending on the impact level, the Supplier shall be economically penalized with the 0.5% of the Order value and, in case of recurrence, this contract may be terminated and the Supplier will be disqualified to work for Austral.

## 20. INDEPENDENCY

If a Supplier's employee is assigned to Austral's facilities, he shall be always under the Supplier's exclusive subordination; therefore, it is clearly stated that such an employee does not have any direct or indirect labor dependence relationship with Austral and he is not subordinated to Austral in any way or modality.

In addition, Austral is aware that the Supplier does not provide exclusive services, which means that it can provide other clients with the services contained in the Order, except it is otherwise stated.

## 21. INSURANCE

The service Supplier shall hire an insurance covering damage to third parties for physical and personal injury and property damage for an amount sufficient to protect Austral in case of injury or damage.

Furthermore, the Supplier shall meet all the laws, regulations, and orders comprising an employer's responsibilities with his employees for injuries and diseases related to the work performed.

If the Supplier uses vehicles for the Order's execution, these vehicles shall have the respective insurance policies covering all responsibilities for personal injury and property damage resulting from the use of such vehicles. It is important to note that these vehicles shall be under optimal work conditions, has the Mandatory Insurance for Traffic Accidents (SOAT for its Spanish acronym), vehicle registration card, technical review without observations and other documents required according to the regulations of the sector. All drivers shall have a valid license based on the category required for their type of vehicle.

## 22. ANTI-CORRUPTION CLAUSE

It is agreed that the Supplier, its Subcontractors, employees or any other related person shall not offer, promise, or grant money, valuable objects, or gifts or make any promises to Austral's personnel by themselves or by other person before or after the Order's execution, in order to obtain or keep a business or other inappropriate benefit, representing legal unfulfillment such as theft, fraud, extortion, bribery or any other crime, committing to

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complying with current regulations and the company's Ethics and Values Code they know.

In addition, the Supplier commits to acting with loyalty, honesty, and professional integrity and reporting the facts of which it is certain and which could result in legal responsibilities.

By virtue of this clause, the Supplier commits to providing any document related to its Company at Austral's request within a period of 5 working days.

Austral reserves the right to terminate this contract and initiate legal actions in case of violation of this clause.

### 23. LANGUAGE

The language used in the Order is Spanish. The Supplier accepts that the Spanish version of these documents shall prevail over any translation, except for catalogs, projects, manuals, and plans included in the Supplier's proposal that are an integral part of the Order, in respect of which the version in the language they were originally written shall prevail over the Spanish version.

### 24. TERMINATION AND CANCELLATION

Austral might terminate the Order in advance or cancel part of it anytime by means of any type of communication evidencing the termination at least 15 calendar days before. Austral shall pay the amount due to the Supplier up to the termination date.

Moreover, Austral might cancel the Order in case of unfulfillment by the Supplier notwithstanding the sanctions, penalties, compensations, and other punishments applicable to the Supplier.

### 25. JURISDICTION

The interpretation, validity, and execution of this document shall be governed by the Peruvian laws and each party accepts the exclusive jurisdiction of the courts of the city of Lima, Peru.

### 26. EFFECTIVE TERM

The preceding clauses shall be in force until the conclusion, termination, or rescission of this document.

In case a term in the contract is declared invalid or unenforceable for any reason, such invalidity or unenforceability shall be interpreted strictly without affecting the validity of any other provision herein.

### 27. VARIOUS PROVISIONS

This document is an agreement between the parties and replaces all previous declarations and/or will.

The terms contained in the Order shall prevail over the terms and conditions herein. Any cancellation agreement written separately and signed by both parties shall prevail over the terms of the Order.

The Order and its attachments, together with other documents incorporated herein for reference, constitute the parties' single and complete agreement and substitute all arrangements, agreements, negotiations, representations, guaranties, and communications. However, any contract signed by both parties that specifically addresses the execution conditions of the Order shall prevail over the terms of the Order.

It will be considered that the agreements mentioned herein are accepted by the Supplier when the first of the following facts occurs: (a) The Seller grants approval via suitable electronic means; and, (b) any of the Seller's work performance regarding the Order.

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## REQUISITOS DE SEGURIDAD Y SALUD OCUPACIONAL PARA CONTRATISTAS

*El presente documento detalla los requisitos mínimos en materia de Seguridad y Salud Ocupacional que toda empresa Contratista (incluye Sub Contratista) debe presentar previo al inicio de ejecución de trabajos, para ser revisado y validado por el área de Seguridad Ocupacional de AUSTRAL GROUP S.A.A.*

Planta / Sede:
Empresa Contratista:
Representante de Empresa Contratista:
Trabajo de Servicio / Proyecto:

CHECKLIST DE REQUISITOS		
1	Todo el personal dispone de póliza de Seguro Complementario de Trabajo de Riesgo - SCTR Salud vigente. Presentar el documento.	
2	Todo el personal dispone de póliza de Seguro Complementario de Trabajo de Riesgo - SCTR Pensiones vigente. Presentar el documento.	
3	El personal tiene conocimiento de cómo elaborar un IPERC de trabajo. Presentar registro de participación de la capacitación antes de iniciar el trabajo.	
4	Elaborar y presentar el IPERC del trabajo a ejecutar en Austral Group, previo al inicio del trabajo.	
5	Presentar los registros de difusión a todo el personal del IPERC del trabajo a ejecutar en Austral Group.	
6	Presentar los Procedimientos de Trabajo Seguro de acuerdo a los registros identificados en el IPERC.	
7	Presentar el registro de difusión a todo el personal de los Procedimientos de Trabajo Seguro a ejecutar en Austral Group.	
8	Presentar certificados de Aptitud Médica de todos los trabajadores, de acuerdo al trabajo a ejecutar, y con una vigencia no mayor a un(01) año hasta la finalización del trabajo en Austral Group, para ser aprobado por la Unidad Médica de Planta.	
9	Presentar los Certificados de Capacitación para Trabajos de Riesgo (de acuerdo al trabajo a realizar) con una vigencia no mayor a un (01) año, hasta la finalización del trabajo en Austral Group.	
10	Presentar el Reglamento Interno de Seguridad y Salud en el Trabajo y el riesgo de entrega del mismo al personal que ejecutará las labores en Austral Group.	

Revisado por \_\_\_\_\_

F-GRH-063-00

# RELACIÓN DE PERSONAL DESIGNADO PARA LA EJECUCIÓN DE TRABAJOS

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Nº	Nombres y Apellidos	DNI	EDAD	¿Ha laborado anteriormente Ud. como colaborador de Austral?		De ser afirmativa su respuesta, indicar su último período de trabajo
1				SI	NO	
2				SI	NO	
3				SI	NO	
4				SI	NO	
5				SI	NO	
6				SI	NO	
7				SI	NO	
8				SI	NO	
9				SI	NO	
10				SI	NO	
11				SI	NO	
12				SI	NO	
13				SI	NO	
14				SI	NO	
15				SI	NO	
16				SI	NO	
17				SI	NO	
18				SI	NO	
19				SI	NO	
20				SI	NO	
21				SI	NO	
22				SI	NO	
23				SI	NO	
24				SI	NO	
25				SI	NO	
26				SI	NO	
27				SI	NO	
28				SI	NO	
29				SI	NO	
30				SI	NO	

**Nota:** AUSTRAL GROUP S.A.A. puede reservarse el derecho de autorización de ingreso del personal detallado en la relación precedente en caso considere que la presencia del mismo contravenga con lo estipulado en el Reglamento interno de Trabajo de Austral, Reglamento Interno de Seguridad y Salud en el Trabajo de Austral, otros documentos internos de la empresa o contravenga con lo estipulado en las leyes y normativas legales aplicables vigentes.

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