

**ANNEX N° 03**  
**CONTRACT MINUTE**

**MODEL OF CONTRACT FOR THE SUPPLY OF A NITROUS OXIDE SECONDARY ABATEMENT SYSTEM (N<sub>2</sub>O) SIGNED BETWEEN MONÓMEROS COLOMBO VENEZOLANO S.A. AND THE SUCCESSFUL BIDDER.**

**MONÓMEROS COLOMBO VENEZOLANOS S.A.**, a commercial company with NIT. 860.020.439-5, represented in this act by **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**, of legal age and resident of this city, identified with Identification Card N° **XXXXXXXXXXXXXXXXXXXX**, who acts in his capacity as Legal Representative, in accordance with the provisions of the certificate of incorporation, **XXXXXXXXXXXXXXXXXXXX**, acting in its capacity as Legal Representative, in accordance with the provisions of the certificate of existence and legal representation of this company issued by the - Cámara de comercio de Barranquilla-, who for the purposes of this contract shall be called **THE CONTRACTOR; AND XXXXXXXXXXXXXXXX**, who hereinafter and for all purposes of this contract shall be called **THE CONTRACTOR**, entity identified with Tax ID No. **XXXXXXXXXXXXXXXXXXXX**, constituted by the - Cámara de Comercio de Barranquilla-, who for the purposes of this contract shall be called **THE CONTRACTOR**. **XXXXXXXXXXXX**, incorporated by means of Public Deed **XXXX**, registered at the **XXXXXXXXXX** -Cámara de Comercio de Barranquilla-, all of which is evidenced by the Certificate of Existence and Legal Representation issued by the **XXXXXXXXXX** -Cámara de Comercio de Barranquilla-, who is represented in this act by **XXXXXXXXXX** of legal age, identified with Citizen Identification Card No. **XXXXXXXXXXXXXXXXXXXX**, who acts as Legal Representative, in accordance with the provisions of the certificate of existence and legal representation of this company. Who have agreed to enter into this supply contract by mutual agreement, in accordance with the following clauses:

**CLAUSE ONE. DEFINITIONS.** When the words listed below are used with capital letters in this contract, the following definitions shall apply, as follows:

**COMPLEJO PETROQUIMICO LIBERTADOR SIMÓN BOLÍVAR:** Area where the Industrial Plants of MONÓMEROS are located, which is located on Via 40 Las Flores in the city of Barranquilla.

**DOCUMENTS:** The documents listed in Clause Four: Contract Documents.

**FORCE MAJEURE/FORTUITOUS EVENT:** Any event that may be qualified as such according to Colombian law, including, but not limited to, unforeseeable and irresistible events duly proven, provided that they are beyond the control of THE PARTIES and occur without their fault or negligence.

**CONFIDENTIAL INFORMATION:** Refers collectively and including but not limited to any type of oral or written information, tabular and graphic databases, analyses, photographs that may be taken of THE CONTRACTOR's areas, studies, notes, summaries, conclusions, concepts, technical and commercial reports, technical specifications, engineering drawings, programs or software, documents, certain specifications, norms, standards, design plans,

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drawings, data, and in general the information contained in the SAP system implemented by MONÓMEROS and ECOFÉRTIL, and any other information of a confidential nature or subject to confidentiality, or whose communication could cause damage to the MONÓMEROS Group.

**THE CONTRACTOR:** MONÓMEROS COLOMBO VENEZOLANOS S.A. or MONÓMEROS S.A.

**SUPERVISOR:** The natural/legal person appointed by **THE CONTRACTOR** on its behalf, who shall be responsible for the coordination of the object of the contract and the processing of all matters related to the execution thereof.

**THE PARTIES:** They are, jointly, **THE CONTRACTOR** and **THE CONTRACTOR**, identified as such in this contract.

**CLAUSE TWO. OBJECT OF THE CONTRACT. THE CONTRACTOR** undertakes with **THE CONTRACTOR** to "Supply a Secondary Nitrous Oxide Abatement System (N<sub>2</sub>O), for the Monómeros nitric acid plant, located in the Special, Industrial and Port District of Barranquilla, Department of Atlántico - Colombia, in the context of the Nitric Acid Climate Action Group (NACAG) initiative".

**SOLE PARAGRAPH. THE CONTRACTOR** undertakes with **THE CONTRACTOR** to perform the object hereby contracted with its own means, acting with absolute independence, freedom and technical, administrative, operational, financial and managerial autonomy, assuming all the risks inherent to the contracted object without any distinction whatsoever, and without any subordination between **THE CONTRACTOR** and/or its PERSONNEL and **THE CONTRACTOR**.

**CLAUSE THREE. SCOPE OF THE CONTRACT. THE CONTRACTOR** undertakes to supply a system for secondary abatement of Nitrous Oxide (N<sub>2</sub>O) to be installed in the reactor for combustion of NH<sub>3</sub> /air (R-1101), belonging to the nitric acid production plant located in the Special, Industrial and Port District of Barranquilla, Department of Atlántico - Colombia.

The activities to be developed are the following:

- To carry out the engineering study, design and manufacture of a new basket associated with a secondary nitrous oxide (N<sub>2</sub>O) abatement system. It should be noted that the basket must be designed to support the primary gauzes and the new secondary abatement catalyst, which will be selected and supplied by the successful supplier.

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- For the fabrication of the new basket, the successful Supplier shall supply the labor, materials, tools and consumables required for this purpose. It should be noted that the labor used for the fabrication of the support basket shall include welders qualified under the ASME Section IX code, certified welding inspectors -AWS or equivalent- with knowledge of ASME Codes and certified non-destructive testing technicians in accordance with the SNT-TC-1A code or equivalent.
- Likewise, the successful Supplier shall supply the components and accessories required for the initial installation of the new basket to be carried out by Monómeros.
- Select, supply and deliver the secondary catalyst, according to the technical specifications of the nitric acid production plant.
- To carry out the transportation and effective delivery of the goods described in this annex, at the facilities of Monómeros, located in the Special, Industrial and Port District of Barranquilla, Department of Atlántico - Colombia.
- Provide *on-site* technical assistance required for supervision during the assembly, installation and commissioning process of the components associated with the secondary abatement system.
- Provide guidance to personal designate by Monómeros in the process of installation and maintenance of the abatement system, in order to provide knowledge on common problems and how to solve them, which may arise during the operation of the nitric acid plant with the proposed secondary technology.
- Provide remote after-sales technical support to ensure optimum performance of the abatement system for a minimum of 5 years after successful commissioning of the technology.
- Perform a field inspection of the abatement system at the end of the first campaign of the primary catalyst in order to evaluate its mechanical and operational performance. This activity is expected to be carried out after 10 months of operation.

**FIRST PARAGRAPH.** If during the performance of the Contract there are failures in the execution of the scope of the activities determined, **THE CONTRACTOR** undertakes to assume all the expenses arising to carry out the correction in the terms, conditions and qualities that were established in the bidding documents and in the technical offer. Notwithstanding, **THE CONTRACTOR** may choose between demanding the execution of the guarantee or declaring the breach or termination of this Contract with the corresponding indemnification of damages, having to choose only one of these options.

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**SECOND PARAGRAPH.** By virtue of this Contract, it is understood that THE PARTIES acknowledge that in the development of the same, prior agreement between THE PARTIES, there may be changes in the technical specifications, exclusion or inclusion of activities, when required, according to **THE CONTRACTOR'S** needs or due to the occurrence of special events. **THE CONTRACTOR** undertakes to meet the variations that may arise, according to the needs expressed by **THE CONTRACTOR**.

**CLAUSE FOUR. CONTRACT DOCUMENTS.** The following documents are an essential and integral part of this contract, and as such are understood to be incorporated herein and legally binding upon THE PARTIES:

- a. Annex N° 01 - The General Terms and Conditions of the Contract.
- b. The technical and economic proposal for the supply object of this contract, submitted by **THE CONTRACTOR** and accepted by **THE CONTRACTOR**.
- c. The technical specifications submitted by **THE CONTRACTOR** and accepted by **THE CONTRACTOR** for the preparation of its proposal, within the International Open Bidding Process No. 001-2024.
- d. The communications subscribed between THE PARTIES, in attention to the object of the present contract.
- e. The Bank Letter presented by **THE CONTRACTOR** to **THE CONTRACTOR**.
- f. All documents related to International Open Bidding Process No. 001 of 2024.
- g. Such other documents as may be executed by THE PARTIES.

**CLAUSE FIVE. SPECIFIC OBLIGATIONS.** In addition to the general obligations of **THE CONTRACTOR** and **THE CONTRACTOR** set forth in Annex No. 1 of the contract, which are mandatory for THE PARTIES, the following specific obligations are stipulated, as follows:

**SPECIFIC OBLIGATIONS OF THE CONTRACTOR.**

The specific obligations of **THE CONTRACTOR**, in addition to those set forth in this contract, are those contained and disclosed in the Tender Documents and its Addenda, which are an integral part of the International Open Bidding Process No. 001-2024 and those described below:

- a) Execute the contractual object with full technical and administrative autonomy.
- b) To be responsible for the quality and fulfillment of the contractual object.
- c) Deliver to Monómeros, within the established terms, the documents required for the initiation and execution of the contract, such as the guarantees and other

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requirements established in the documents of the process and the contract to be executed.

- d) Execute the object of the contract that may be entered into, having sufficient technical and administrative capacity.
- e) To act with loyalty and good faith in the different contractual stages, avoiding delays and obstructions, and being bound not only to what is expressly agreed in this contract, but to everything that corresponds to the nature of the same, according to customary law.
- f) Comply with the payment instructions and requirements for payment established by Monómeros, with respect to the documents required for payment and the deadline established for the presentation of the invoice.
- g) Submit reports as requested by the contract supervisor.
- h) Comply with the guidelines defined by Monómeros (procedures, technical guidelines, program manuals, resolutions, protocols, guides, instructions, Integrated Management System formats, etc.).
- i) To constitute the guarantees in accordance with the provisions of the contract and to keep the same in force for the agreed time, as well as for the modifications that may arise during the execution of the contract.
- j) Comply with the obligations with the social security systems in health, pension, general system of labor risks and parafiscal contributions, when applicable, and present the respective documents that accredit it, according to the country of origin.
- k) Keep total confidentiality of the information obtained by reason of its obligations and development of its activities. This information is the property of Monómeros and may only be disclosed unless expressly required by a competent authority.
- l) Comply with established good environmental practices, such as the correct separation of waste and the efficient use of resources such as water and energy, among others, whenever the Contractor's personnel develop activities in Monómeros' facilities.
- m) Any others inherent to the purpose and nature of the contract and those indicated by the Supervisor for the full compliance with the purpose of the contract.

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**OBLIGATIONS OF THE CONTRACTOR.**

**THE CONTRACTOR** undertakes with **THE CONTRACTOR**:

- a) Provide all technical information on equipment and reference drawings required for the execution of the contract.
- b) Unloading and storage of the abatement system components at the Monómeros facilities.
- c) To supply the labor -technical personnel- for the assembly and start-up of the abatement system at the Monómeros facilities.
- d) Demand from **THE CONTRACTOR** the proper and timely performance of the obligations of this contract.
- e) To supervise and monitor this contract.
- f) To arrange payment for "**THE CONTRACTOR**" before "GIZ" for the amount fixed and in the form of payment established in the contract.

**CLAUSE SIX. VALUE OF THE CONTRACT.** The value of this contract is: (indicate the value of the economic offer.

**SOLE PARAGRAPH** In no case SHALL **THE CONTRACTOR** make additional or different payments that do not originate from goods related to this contract and/or that are not related to the economic offer accepted and approved by **THE CONTRACTOR**. Neither shall **THE CONTRACTOR** pay or compensate economically or in any way or form **THE CONTRACTOR** for any fact, error or omission made by **THE CONTRACTOR** in the calculation of the value of its bid.

**SEVENTH CLAUSE. FORM OF PAYMENT.**

The contract resulting from this bidding process will be paid by the Deutsche Gesellschaft für Internationale Zusammenarbeit "GIZ" to the successful bidder, taking into account the value of the winning bid, subject to the approval of the contract supervisor to be exercised by Monómeros. In any case, the value of the contract will be paid as follows:

- **1st Disbursement:** A first disbursement of 35% (thirty-five percent) of the Contract Value shall be made as advance payment. This shall be made effective once the contract is signed and the advance payment guarantee and the performance guarantee/policy in favor of Monómeros are delivered.

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- **2nd Disbursement:** A second disbursement of 30% (thirty percent) of the Contract Value will be made after receipt to satisfaction by the Monómeros Audit Office of the engineering study associated with the design of the abatement system, design drawings of the Basket and the proposal of the Catalyst to be used by the successful Bidder.
- **3rd Disbursement:** A third disbursement of 20% (twenty percent) of the Contract Value will be made once the successful Proposer has placed the purchase order for the Catalyzer and the materials to be used for the manufacture of the Basket.
- **Final Payment:** A final payment of 15% (fifteen percent) of the Contract Value will be made upon completion of the start-up of the abatement system, delivery of the list of participants of the personnel designated by Monómeros who received the training, Monómeros issues proof of acceptance, and the successful bidder has delivered the bank guarantee for defects and hidden defects in favor of Monómeros.

The invoices for each of the payments shall be addressed to "Monómeros Colombo Venezolanos S.A.". However, payments shall be made directly to the Contractor by the Deutsche Gesellschaft für Internationale Zusammenarbeit "GIZ" through bank transfer. The corresponding invoices shall comply with each of the requirements demanded by "Monómeros", as well as with the requirements demanded by the applicable fiscal legislation.

Payment will be made 60 days after the invoice has been filed and accepted upon compliance with the established requirements.

The following are the data for electronic invoicing:

**Monómeros S.A.**

Email for electronic invoicing filing: [860020439@FACTUREINBOX.CO](mailto:860020439@FACTUREINBOX.CO)

Name Responsible for Billing Reception: Carlos Daniel Machado

Position: Accounts Payable Manager

Phone: 3618469

The content of the invoice mail should include the .ZIP file with the graphic representation of the invoice and its respective XML file without other attachments.



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Payment will be made 60 days after the invoice has been filed and accepted upon compliance with the established requirements.

**CLAUSE EIGHT. CONTRACT GUARANTEES. THE CONTRACTOR** undertakes to provide the following in favor of **THE CONTRACTOR**:

WARRANTY	PERCENTAGE
<b>PROPER MANAGEMENT AND INVESTMENT OF PREPAYMENTS</b>	<p>For <b>one hundred percent (100%)</b> of the sum of money established as advance payment. This guarantee must be a BANK GUARANTEE.</p> <p>This guarantee is an indispensable requirement to receive the advance payment corresponding to the first milestone payment of the eventual contract.</p>
<b>COMPLIANCE</b>	<p>For <b>ten percent (10%)</b> of the total value of the supply contract signed with the supplier that is awarded the contract, <b>valid for the total term of execution of the contract</b> and two (2) more months. This guarantee may be a BANK GUARANTEE OR A POLICY GUARANTEE.</p> <p>The awarded supplier must present in favor of Monómeros Colombo Venezolanos S.A., a guarantee that will guarantee the fulfillment of the obligations arising from the signing of the contract and that will cover the company from the direct damages derived from the total or partial breach of the obligations, as well as from its late or defective</p>



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	<p>fulfillment, when they are attributable to the future contractor.</p> <p>In addition to these risks, this coverage shall always include the payment of the value of fines and the penalty clause agreed upon in the contract.</p> <p>This guarantee is an indispensable requirement to start the execution of the activities and obligations defined in the contract.</p>
<b>BANK GUARANTEE FOR DEFECTS AND HIDDEN DEFECTS</b>	<p>For <b>thirty percent (30%)</b> of the total value of the Contract, to cover defects in the goods, hidden defects and any other liability incurred. This guarantee must be a BANK GUARANTEE.</p> <p>This guarantee is a prerequisite to receive the last milestone payment of the eventual contract.</p> <p>The term of this warranty shall be 2 years from the date of final acceptance to the full satisfaction of Monómeros, which shall be formalized in the delivery-reception certificate of the goods and services by the Parties.</p>

For purposes of the constitution of the policies and the bank guarantee, the total value of the contract is up to **XXXXXXX (\$XXXXX) M/L**.

**FIRST PARAGRAPH.** These guarantees must be submitted on behalf of **THE CONTRACTOR** before starting the corresponding works at the offices of **THE CONTRACTOR**, located at Via 40 Las Flores, Barranquilla.

**SECOND PARAGRAPH:** The policies indicated shall be issued by an insurance company accepted by **THE CONTRACTOR**. **THE CONTRACTOR** shall submit them duly signed by the policyholder, together with proof of payment and certificate of good standing issued by the insurance company.

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**THIRD PARAGRAPH: THE CONTRACTOR** may not, in any case, revoke any of the policies delivered to **THE CONTRACTOR** during the term thereof.

**FOURTH PARAGRAPH:** In the event of an extension of the Contract, **THE CONTRACTOR** shall extend the term of the policies and of the aforementioned bank guarantee. If the value of the contract suffers a modification, this variation shall be reflected proportionally in the amending annex or in the new policy issued by the respective insurance company.

**CLAUSE NINE. MONITORING OF THE PERFORMANCE OF THE CONTRACT. THE CONTRACTOR**, within five (5) calendar days following the signing of this Contract, shall designate and inform in writing to the other party the name of the person who shall be in charge of the coordination of the purpose of this Contract and the processing of everything related to its performance. This person may be replaced at any time by the person who designated them, but the change shall be informed in writing to the other party. The designated person may delegate these functions for cases that merit it, in case of absence of the principal and/or for specialized technical knowledge. These persons shall have, among others, the following functions:

- a) The **CONTRACTOR'S SUPERVISOR** and **THE CONTRACTOR'S Manager** shall control in a coordinated manner the execution of the activities object of this contract and shall oversee that they are performed in accordance with the provisions of this contract;
- b) The **CONTRACTOR'S SUPERVISOR** shall approve modifications to the technical specifications when circumstances warrant;
- c) The **CONTRACTOR'S SUPERVISOR** shall make full or partial receipt of the equipment.
- d) The **SUPERVISOR of THE CONTRACTOR** and the person designated by **THE CONTRACTOR** shall mutually collaborate for the resolution of any concerns that may arise during the performance of this contract;
- e) The **CONTRACTOR'S SUPERVISOR** shall promote liability actions against **THE CONTRACTOR** when the conditions contemplated in this contract are not complied with;
- f) The **SUPERVISOR of THE CONTRACTOR** shall periodically evaluate the suitability, experience and quality of the contracted service for the fulfillment of the object of this contract.

**FIRST PARAGRAPH.** The persons designated to monitor the execution of this contract undertake to provide each other with all the cooperation reasonably necessary for the proper fulfillment of their commitments.

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**SECOND PARAGRAPH.** The performance of the aforementioned duties shall not affect **THE CONTRACTOR'S** responsibility, nor relieve it from the commitments acquired, since none of the stipulations contained in this contract may be interpreted in the sense that the performance of its object shall be performed by **THE CONTRACTOR** or the SUPERVISOR appointed by **THE CONTRACTOR**.

**THIRD PARAGRAPH. THE SUPERVISOR** shall not have the power to modify the conditions of this contract.

**FOURTH PARAGRAPH. THE SUPERVISOR** appointed by **THE CONTRACTOR**, in addition to the responsibilities set forth in its job description and those established in the Contract Administration Manual AD01D-M001, and shall have the following responsibilities:

1. Read, review and know the clauses of the contract, as well as the terms, conditions and other technical specifications set forth in the documents of the selection process, such as the bidding documents, technical and economic proposal, Technical Annexes, among others, which are an integral part of the respective contractual instrument.
2. To advance all the administrative procedures and formalities, before and during the development of the contract, which are indispensable for the fulfillment of the agreed obligations.
3. Provide the **CONTRACTOR** with all the information necessary for the proper performance of its obligations.
4. Approve the reports, products, services, goods to be delivered by **THE CONTRACTOR**, after verifying compliance with the obligations, terms and conditions agreed upon.
5. Verify and demand compliance with the technical requirements and conditions established in the contract, as well as the legal and fiscal obligations that the contractor must comply with throughout the development of the contract.
6. In the event of evidence of a delay or breach of the contract, formally and immediately request the **CONTRACTOR** and inform the situation of noncompliance, alert the Contracting and Procurement Management and the Legal Counsel Management to jointly analyze the appropriateness of initiating legal actions.

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7. In accordance with the level of delegation of authority, as appropriate, issue a concept or approve and monitor the disbursements made to the **CONTRACTOR** during the performance of the contract, and control that they are made in compliance with the conditions and requirements agreed in the contract.
8. Prepare and justify in due form, the requests for contractual modifications that may be required during the development of the contract and file them in due time before the competent area to advance the pertinent process, in accordance with the internal procedures established on the matter.
9. Require the updating of the policies, when modifications are made to the contract, and submit them in a timely manner to the competent area for review and approval.
10. To prepare, document and sign all the necessary minutes during the development of the agreement of wills and at its termination, in the corresponding formats, in accordance with the Monómeros Management System and its affiliated companies.
11. To make available to Monómeros and its subsidiaries all documentation and final information generated during the execution or development of the contract, in accordance with the parameters of document management, the Management System and other company policies.
12. Manage the settlement of the agreement of wills within the term agreed therein and, in any case, within a reasonable time.

**FIFTH PARAGRAPH. THE CONTRACTOR** designates the Technical Manager as Supervisor for the purposes of this contract.

**TENTH CLAUSE. PENALTY CLAUSE.** In case of total or partial breach of the obligations of this Contract, **THE CONTRACTOR** shall pay to the **CONTRACTOR** as indemnity, a sum equivalent to ten percent (10%) of the total value of the contract. The agreed value of this penalty clause is that of the anticipated estimate of damages; however, this clause does not prevent the collection of all additional damages caused over the aforementioned value.

This value may be compensated with the amounts that the **CONTRACTOR** owes to the Contractor due to the execution of this Contract, in accordance with the rules of the Civil Code. For the purpose of guaranteeing due process, the same procedure established for the application of fines of the contract shall be followed.

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**FIRST PARAGRAPH.** In order to demand the payment of the indemnities stipulated in this clause, it shall not be necessary for **THE CONTRACTOR** to require **THE CONTRACTOR** to constitute **THE CONTRACTOR** in default.

**SECOND PARAGRAPH. THE CONTRACTOR** shall refrain from delivering to **THE CONTRACTOR** the balances it is entitled to for the performance of the contracted object, until it has fully paid the amounts due for indemnification and/or any amount due for a commercial relationship prior to the execution of this Contract. **THE CONTRACTOR'S** authorization is understood to be given with the signature of this Contract.

**THIRD PARAGRAPH.** The provisions of this clause are understood without prejudice that in addition to the indemnity assessed, **THE CONTRACTOR** may be required to perform the Contract in full or to pay full damages, at **THE CONTRACTOR'S** option.

**CLAUSE ELEVEN. TERMINATION OF THE CONTRACT.**

- I. GROUNDS FOR TERMINATION:** This contract shall be terminated upon the occurrence of any of the following events:
- a. By expiration of the term of this contract, or by the satisfactory completion of the contracted object, or by the impossibility of fulfilling it.
  - b. By mutual agreement between the Parties.
- II. GROUNDS FOR EARLY TERMINATION: THE CONTRACTOR** may terminate this contract, without prior notice to **THE CONTRACTOR** and without any indemnification in the following cases:
- c. By dissolution or liquidation of **THE CONTRACTOR**.
  - d. By dissolution or liquidation of any of **THE PARTIES**.
  - e. For financial incapacity of **THE CONTRACTOR**, which shall be presumed when **THE CONTRACTOR'S** net worth is less than its capital.
  - f. When the enforceability of **THE CONTRACTOR'S** outstanding obligations affects the performance of the Contract.
  - g. When the spin-off, merger or any other type of transformation of **THE CONTRACTOR** affects the performance of this Contract.
  - h. When the quality of the supply does not meet the specifications required by **MONÓMEROS**.

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- i. When THE CONTRACTOR does not start the work within the stipulated term.
- j. When THE CONTRACTOR's Legal Representative is subject to any of the causes of inability and incompatibility, conflicts of interest and special prohibitions provided by law.
- k. When THE CONTRACTOR does not comply with the legal obligations it has with its PERSONNEL, and that the nature of this Contract requires.
- l. When THE CONTRACTOR assigns or subcontracts this Contract or any of the obligations arising hereunder, without the prior written authorization of MONÓMEROS.
- m. And in general, when THE CONTRACTOR fails to comply with any of the general or specific obligations contained in or derived from this Contract for which it is responsible.

**SECTION TWELVE. INTEGRITY OF THE CONTRACT.** This contract regulates in an integral manner the understandings, agreements and relations between THE PARTIES with respect to the subject matter of this contract. Therefore, it renders null and void any other understanding, discussion, representation or commitment, written or verbal, between THE PARTIES, prior to the signing of this contract and on the same subject matter. In any case, the provisions of the Clauses and Annex No. 1 of the contract signed between **MONÓMEROS S.A. AND XXXXX** shall prevail over the other documents listed in Clause Four. In case of contradiction between the minutes approved by **THE CONTRACTOR** and the communications subscribed between THE PARTIES, in view of the purpose of this contract, the most recent one shall have supremacy.

**THIRTEENTH CLAUSE. SEVERABILITY.** If any provision of this contract is prohibited or unenforceable under Colombian law, the remaining provisions of the contract shall not be deemed invalid and shall be enforceable to the fullest extent permitted by law, unless the contract cannot be performed without the provision declared invalid or unenforceable.

**CLAUSE FOURTEEN. NOTIFICATIONS.** All notices and communications related to this agreement must be in writing and shall be effective and valid upon receipt by the addressee, at the following addresses:

**BY THE CONTRACTOR**

**City:** Barranquilla

**Address:** Via 40 Las Flores

**Phone:** 3618587

**E-mail:**

**To the Attention of:**

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**MODEL OF CONTRACT FOR THE SUPPLY OF A NITROUS OXIDE SECONDARY ABATEMENT SYSTEM (N<sub>2</sub>O) SIGNED BETWEEN MONÓMEROS COLOMBO VENEZOLANO S.A. AND THE SUCCESSFUL BIDDER.**

**BY XXXXXXXXXX**

**City:**

**Address:**

**Cellular:**

**E-mail:**

**To the Attention of:**

**SOLE PARAGRAPH:** The communications may be sent to the addressee via e-mail or physically to the offices of THE PARTIES, in both cases it will be understood that they will be fully effective. In the event that any of the above-mentioned data of any of THE PARTIES undergoes modification, the Party in question shall inform the other Party in writing of the corresponding modification in a timely manner.

**CLAUSE FIFTEENTH. TERM OF THE CONTRACT.** The contract shall be in force for a term in ACCORDANCE WITH WHAT IS INDICATED IN THE ECONOMIC OFFER OF THE SUPPLIER THAT IS SELECTED FROM THIS BIDDING PROCESS.

**CLAUSE SIXTEEN. SPECIAL OBLIGATIONS OF THIRD PARTIES ON THE OCCASION OF THE STATUS OF AUTHORIZED ECONOMIC OPERATOR - AEO, WHICH THE CONTRACTOR AND/OR ECOFÉRTIL HOLD OR PLAN TO HOLD.** Considering that THE CONTRACTOR is authorized as Authorized Economic Operators - AEO, as importer and exporter, third parties with whom transactions of goods and/or services are entered into must prove that they comply with the legal requirements established for business associates.

In this way, the supplier, service provider, contractor and in general the third party that intervenes as part of this contract, in accordance with the provisions of Decree 3568 of 2011, Resolution 15 of 2016, and other concordant rules, is obliged to guarantee and prove that for the development of its commercial activities and / or services, has a risk management system, by virtue of which it implements security measures aimed at mitigating the materialization of risks associated with illicit activities, among others, but not limited to money laundering, smuggling, drug trafficking, trafficking of substances for the processing of narcotics, terrorism, financing of terrorism and arms trafficking.

**CLAUSE SEVENTEENTH. CORPORATE SOCIAL RESPONSIBILITY AND SUSTAINABILITY.** During the performance of this contract, The CONTRACTOR shall adopt the following principles:

- a. It shall include within its work team personnel from the area of influence of the region, as long as these people meet the profiles and requirements for the proper development of the work, managing at least the same benefits and working conditions that the Contractor's own workers have, as well as support for local business development and communities.



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- b. Support and respect the protection of Human Rights.
- c. Not to be complicit in human rights abuses.
- d. Eliminate forced and compulsory labor.
- e. Eliminate discrimination in employment and occupation.
- f. Support the preventive approach to environmental challenges.
- g. Promote greater environmental responsibility.
- h. Encourage the development and diffusion of environmentally friendly technologies.

**EIGHTEENTH CLAUSE. PROTECTION OF PERSONAL DATA.** In compliance with the provisions of Law 1581 of 2012 regulated by Decree 1377 of 2013, it is hereby stated that the personal data to which access is gained as a result of the commercial relationship shall be stored in a database to comply with the purposes indicated in the policy for the treatment of personal data of customers and/or suppliers and shall be treated in accordance with the procedures established for the treatment thereof. By signing this document, THE CONTRACTOR and the CONTRACTOR expressly, voluntarily and informedly accept and authorize the other party to process their data under the terms of the policy and the law and within the limits and for the purposes mentioned in this contract. Likewise, the Parties are informed that they may submit any request, complaint, claim or suggestion through the e-mail address: XXXXXXXXXXXX in the case of XXXXX, and on behalf of THE CONTRACTOR through the e-mail address: [notificacionesmcv@Monómerosos.com.co](mailto:notificacionesmcv@Monómerosos.com.co) and for purposes of consulting the personal data processing policies of the latter, you may access the following page: [www.Monómerosos.com](http://www.Monómerosos.com).

**CLAUSE NINETEEN. PREVENTION AGAINST MONEY LAUNDERING AND FINANCING OF TERRORISM.** THE CONTRACTOR expressly declares that:

- a) The resources that compose its patrimony and that are used to develop the operations object of the present Contract do not come from, nor have as destination the realization of any illicit activity and that those obtained within the same will not have as destination any illicit activity.
- b) In the development of the activity object of the present Contract, they shall make every effort to strictly comply with all the regulations for the prevention of Money Laundering and Financing of Terrorism.
- c) Maintain documentary supports of all the rules, procedures and manuals developed within the company for the prevention and control of money laundering, in development of the above mentioned points.

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- d) THE CONTRACTOR declares that it complies with the general and specific regulations on prevention and control of Money Laundering and Financing of Terrorism and has adopted measures, codes of conduct and other requirements for their prevention.
- e) THE CONTRACTOR undertakes to carry out all activities aimed at ensuring that all its partners, administrators, clients, customers, suppliers, employees, etc. are not related to or derived from illicit activities, especially those related to Money Laundering and Financing of Terrorism.

**TWENTIETH CLAUSE: DECLARATION OF KNOWLEDGE.** - **THE CONTRACTOR** declares that it has full knowledge of the nature of the contracted object and, consequently, of the inconveniences and problems that may arise during the performance and of the times in which it must deliver the agreed products. Likewise, it declares to have full knowledge of the place and area of coverage of the contracted activities, as well as of its political and social environment.

Consequently, it will not be able to claim any additional consideration to those foreseen in the contract, due to the difficulties derived from this environment, nor will it be able to allege this situation as an exoneration of compliance with the obligations and object of the contract.

**TWENTY-FIRST CLAUSE: LIABILITY** - **THE CONTRACTOR** shall be liable to **THE CONTRACTOR** for intent or gross negligence for those serious damages and losses attributable to the action or omission of the **CONTRACTOR** or its employees during the term of this Contract.

**ANNEX N° 01 - GENERAL TERMS AND CONDITIONS**

**CONSTANTIES**

**1. CONTRACTOR** expressly states that:

- 1.1.** Carefully studied the object and nature of the Contract, as well as all the factors that affect or may affect the quality, quantity and value of the economic offer for the provision of the service contracted by **THE CONTRACTOR** with **THE CONTRACTOR**, such as: the location, the locality, the present and future weather conditions, the quantity and type of the means of production and other elements required at the beginning, during and upon completion of the activities of the contracted object, were taken into account by **THE CONTRACTOR** at the time of preparing and submitting its proposal to **THE CONTRACTOR**. Therefore, the influence of the factors, or any failure, negligence, error or omission committed by **THE CONTRACTOR** with respect thereto,

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does not release **THE CONTRACTOR** from its responsibility to comply with all the obligations contained in or derived from the Contract, to satisfy the contracted object. The foregoing, notwithstanding the events that may arise due to force majeure/ fortuitous event in accordance with the provisions of the Contract.

- 1.2. Knows the quality and quantity requirements of the services object of the Contract that **THE CONTRACTOR** has.
- 1.3. There shall be no claim for compensation, extension of time or concession of any kind based on the erroneous or incomplete interpretation given to any of the provisions of the Contract by THE PARTIES.
- 1.4. It shall be liable for any damage or loss caused by **THE CONTRACTOR** or its PERSONNEL to the equipment, materials, tools, machinery and/or property of third parties and of **THE CONTRACTOR**.
- 1.5. The receipt by **THE CONTRACTOR** of the services object of the Contract to **THE CONTRACTOR's** satisfaction does not imply that **THE CONTRACTOR** is exonerated from its liability in accordance with the provisions of the Contract, nor does it release **THE CONTRACTOR** from its responsibility to comply with its obligations subsequent to the reception of the services object of the Contract.

**GENERAL OBLIGATIONS OF THE CONTRACTOR**

2. **THE CONTRACTOR** undertakes with **THE CONTRACTOR** to:
  - 2.1. To place at the service of **THE CONTRACTOR** all its experience, knowledge and in general all the resources and means necessary to fully comply with the object of this Contract and with all the obligations contained or derived from the same;
  - 2.2. To attend in a timely, careful and responsible manner, in accordance with the time and manner conditions defined by **THE CONTRACTOR**, the rendering of the service object of this Contract under the observance of the scope defined therein.
  - 2.3. Maintain in force all the permits and legal authorizations required by the competent authorities for its existence, operation and to provide the services object of the Contract.
  - 2.4. When **THE CONTRACTOR** so requests, inform **THE CONTRACTOR** about the tools, work equipment and elements used by **THE CONTRACTOR** and about the manner in which **THE CONTRACTOR** carries out the planning, programming and control of the activities necessary for the execution of the contracted object, so that **THE CONTRACTOR** may evaluate **THE CONTRACTOR's** performance as a service provider, in **THE CONTRACTOR's** integral management processes;

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- 2.5. Guarantee that its PERSONNEL complies with all the principles, values, norms, standards and procedures, both those adopted by **THE CONTRACTOR** and those of a legal nature that the nature of the Contract requires, which allow guaranteeing the quality of the contracted service and the confidentiality of the CONFIDENTIAL INFORMATION.
- 2.6. To assume on its own account the supervision of the execution and development of the object of the Contract.
- 2.7. To affiliate and maintain the affiliation of all PERSONNEL to each and every one of the concepts comprising the Comprehensive Social Security System, such as pensions, social security in health, professional risks and complementary social services. Likewise, **THE CONTRACTOR** is obliged to pay each and every one of the parafiscal quotas that correspond or may correspond to it, as well as the contributions to the SENA, the Colombian Institute of Family Welfare and the Compensation Fund, according to the current legal regulations. In order to verify the foregoing, **THE CONTRACTOR** shall deliver to **THE CONTRACTOR** a copy of the certificates of affiliation and/or contribution and/or receipt of payments issued by the public or private entities mentioned above, before, during and at the end of the term of the Contract, when **THE CONTRACTOR** so requests **THE CONTRACTOR**, in order to verify the permanence of the PERSONNEL in the entities benefiting from the payments for contributions and parafiscal contributions, in accordance with the legal provisions in force.
- 2.8. If the performance of the object of the Contract requires in some cases highly specialized tools and/or equipment and/or safety elements, **THE CONTRACTOR** may supply them on gratuitous bailment to **THE CONTRACTOR**, and **THE CONTRACTOR** undertakes to return such tools, equipment and/or safety elements in the same condition in which it received them, except for the normal deterioration due to their proper use, no later than at the end of the term of the Contract. In the event of deterioration or damage of any of the tools and/or equipment and/or safety items by **THE CONTRACTOR**, **THE CONTRACTOR** shall pay **THE CONTRACTOR** the current commercial value of the respective tool and/or equipment and/or safety item.
- 2.9. To ensure that the food required and delivered to PERSONNEL is adequate.
- 2.11. Any others that may arise or are inherent to the execution and nature of the Contract.

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**GENERAL OBLIGATIONS OF THE CONTRACTING PARTY**

**3. THE CONTRACTOR undertakes to THE CONTRACTOR to:**

- 3.1.** Pay the invoices submitted by **THE CONTRACTOR**, provided they comply with the requirements adopted by **THE CONTRACTOR** and are in accordance with the rates of the Contract.
- 3.2.** Notify **THE CONTRACTOR**, by any means, of the delays or defaults that occur in the performance of the object of the Contract, as well as the indemnities or damages that **THE CONTRACTOR** must assume.
- 3.3.** Any others that may arise or are inherent to the execution and nature of the Contract.

**CONTRACTOR INDEPENDENCE**

**4. THE CONTRACTOR** declares that its PERSONNEL is not and shall not be subject in any case to labor subordination to **THE CONTRACTOR**. Consequently, **THE CONTRACTOR** acts as employer of its PERSONNEL and assumes all its common and special obligations imposed by labor and social security legislation in such capacity.

**5. THE CONTRACTOR** represents and warrants that it is not and shall not act in any case as representative, agent, commercial agent, intermediary, employee or fiduciary of **THE CONTRACTOR** and that it has no authority to make representations or commit or bind **THE CONTRACTOR** before third parties, except as expressly stated in the Contract. Likewise, **THE CONTRACTOR** is not and shall not act as representative, agent, intermediary, agent, employer, employee or fiduciary of **THE CONTRACTOR**. THE PARTIES declare that they are not related, subordinate, partner or related companies.

**INDEMNITY**

**6. THE CONTRACTOR** agrees to hold **THE CONTRACTOR** harmless for any claim, legal action, damage or liability of any type or nature brought by the PERSONNEL or by any public or private person, natural or juridical, in connection with this Contract, whatever the cause of the claim may be. This liability shall continue even when the Contract has been terminated for any cause and implies that **THE CONTRACTOR** must assume the payment of all the judicial and extrajudicial expenses and costs that may be necessary for **THE CONTRACTOR's** defense, including but not limited to: attorneys' fees, the total value of the sentence that may eventually be rendered against **THE CONTRACTOR**. In these cases, **THE CONTRACTOR** reserves the right to deduct for the aforementioned items, any sum of money due to **THE CONTRACTOR** as a result of the Contract. This shall not limit **THE CONTRACTOR's** liability.

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**COMPETENCY PROFILE**

**7. THE CONTRACTOR** guarantees and declares that the PERSONNEL complies with the requirements and experience required by law and the nature of the object of the Contract. Furthermore, **THE CONTRACTOR** undertakes to verify that the PERSONNEL is not pending before any judicial or disciplinary authority, and shall avoid assigning for the performance of the object of the Contract, personnel that may put at risk the property, interests and/or personnel of **THE CONTRACTOR**, and shall ensure the proper behavior of the PERSONNEL and that it has the adequate profile for the performance of the activities object of the Contract.

**SUBCONTRACTING OR ASSIGNMENT**

**8.** For the performance of the object of the Contract, **THE CONTRACTOR** may not subcontract in any case the performance of any work, nor partially or totally assign in any case the object of the Contract, without **THE CONTRACTOR's** prior written authorization, since the same is entered into taking into consideration **THE CONTRACTOR's** conditions, experience and suitability.

**FINAL ACCEPTANCE AND SETTLEMENT OF THE CONTRACT**

**9.** The liquidation of the Contract shall be made between **THE CONTRACTOR's** Supervisor and the person designated by **THE CONTRACTOR** and shall require **THE CONTRACTOR's** approval for its validity, upon presentation of the following documents:

**9.1.** Copy of the final certificate of delivery of the services rendered.

**9.2.** A certificate signed by **THE CONTRACTOR** releasing **THE CONTRACTOR** from all claims or demands that may arise from the Contract, which shall in turn be a declaration of good standing as to the obligations imposed by the Contract to **THE CONTRACTOR**.

**10.** Immediately after the performance of the services under the Contract, **THE CONTRACTOR's** Supervisor shall review the services rendered by **THE CONTRACTOR** and shall verify that they comply with the provisions of the Contract and shall notify in writing the person designated by **THE CONTRACTOR**, in order to proceed with the signing of the Contract's Liquidation Deed.

**11.** The signature of **THE CONTRACTOR's** Supervisor on the Contract Liquidation Deed does not exempt **THE CONTRACTOR** from liability, who shall assume all costs in the event that the services rendered have caused damage or harm to the property or persons of **THE CONTRACTOR** or third parties due to causes attributable to **THE CONTRACTOR**.

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**CONFIDENTIALITY**

**12.** THE PARTIES undertake to keep the strictest confidentiality with respect to the CONFIDENTIAL INFORMATION that they may become aware of on occasion or as a consequence of the performance and development of the object of the Contract. Therefore, **THE CONTRACTOR undertakes the following:**

**12.1.** To protect and maintain the confidentiality of the information provided by **THE CONTRACTOR** under the character of industrial secret during the term of the Contract and even after its termination, restricting its use exclusively to its authorized PERSONNEL, who in accordance with their functions and in relation to the object of the Contract, have absolute need to know it, and not to disclose to third parties outside the Contract, partially or totally, the CONFIDENTIAL INFORMATION.

**12.2.** Guarantee that the persons mentioned in the preceding paragraph acknowledge and undertake to maintain its confidentiality, and therefore not to sell, exchange, and/or publish the CONFIDENTIAL INFORMATION, nor disclose it to any person other than **THE CONTRACTOR**.

**12.3.** To consult and/or use the CONFIDENTIAL INFORMATION provided by **THE CONTRACTOR** solely and exclusively to comply with the object of the Contract.

**12.4.** Refrain from disclosing or revealing, in any way, the CONFIDENTIAL INFORMATION, except in the cases permitted and indicated herein.

**12.5.** Comply with the confidentiality obligation in the same manner and with the same care and degree of diligence with which **THE CONTRACTOR** protects its own CONFIDENTIAL INFORMATION, under the understanding that the confidentiality obligation shall be complied with the diligence employed by a good businessman.

**12.6.** Return all documentation and CONFIDENTIAL INFORMATION it has received from **THE CONTRACTOR** upon termination of the Contract, without keeping in its possession any copy of such information.

**12.7.** Not to allow the copying or reproduction of CONFIDENTIAL INFORMATION except that which is unavoidably necessary for the satisfaction of the contracted object.



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**EXECUTIVE MERIT**

**13.** THE PARTIES undertake to pay unconditionally and irrevocably in favor of the other all sums of money resulting from the non-compliance with the general or specific obligations established in the Contract and payable by each of them.

**14.** As it constitutes a clear, express and enforceable obligation, the Contract shall be enforceable for the collection of the penalty clause and/or total indemnification of damages, to demand the performance thereof and in general to enforce any of the rights and obligations arising therefrom without the need for any kind of requirement, for which reason both PARTIES expressly waive their constitution in default.

**15.** In addition, the unpaid balances owed for the provision of the service, may be collected by executive means using as executive title, any of the following: a) With the original of this contract where the signature of the parties is original; or, b) Original of the respective exchange invoice of Purchase and Sale, which complies with the requirements of Law, where the period of service charged is clearly stipulated and where the acceptance and/or receipt of THE CONTRACTOR or the persons authorized by them to do so is stated.

**FORCE MAJEURE OR FORTUITOUS EVENT**

**16.** The obligations of either of THE PARTIES that cannot be performed, in whole or in part, due to FORCE MAJEURE/CASUALTY, shall be suspended for the duration of the effects of the FORCE MAJEURE/CASUALTY that make such performance impossible, provided that the party affected by the FORCE MAJEURE/CASUALTY informs the other Party as soon as possible and in the manner possible of such situation. In which case, THE PARTIES shall agree on appropriate procedures so that the performance of the services under the Contract shall not be affected.

**INABILITIES AND INCOMPATIBILITIES**

**17.** THE PARTIES declare that the legal representatives of the company they represent are not involved in any of the causes of inability and incompatibility, conflicts of interest and special prohibitions provided for in Colombian law. The oath is understood to have been taken with the signature of the contract.

**CONFLICT RESOLUTION**

**18.** Disputes relating to the conclusion, interpretation, execution, termination or liquidation of this contract shall be resolved directly by the Parties using any of the alternative dispute

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resolution mechanisms contemplated by Colombian law, for which purpose they shall have thirty (30) business days from the date on which either Party requests the other in writing to that effect. The communications shall be sent electronically or in any other written form, to the notification addresses indicated by the Parties. If the differences are not resolved directly by the Parties within the term indicated above, any of the Parties may resort directly to the ordinary jurisdiction.

**TAXES**

**19.** Each of THE PARTIES shall be responsible for the timely payment of all taxes, duties, fees and contributions arising at all times on the occasion of the Contract, and which are its responsibility, in accordance with the tax legislation in force, whether of a national, departmental or district nature. THE PARTIES declare that they are fully aware of the Tax Regime applicable to the Contract.

**WAIVER**

**20.** No omission or delay by either PARTY in exercising any right, power, action or remedy contained in or arising out of the Contract shall be deemed a waiver thereof, nor shall any particular or partial exercise of any such right, power, action or remedy preclude the further exercise thereof or of any other right, power, action or remedy.

**APPLICABLE LAW**

**21.** The Contract is governed in all its parts by Colombian law, and especially by the provisions of the Civil Code and the Colombian Code of Commerce.

In witness whereof, this contract is signed by the parties hereto, on the xxx day of the month xxxxxxxx of 2024.

<b>BY THE CONTRACTOR</b>	<b>BY THE CONTRACTOR</b>
<b>XXXXXXXXXXXXXXXXXXXXX</b>	<b>XXXXXXXXXXXXXXXXXXXXX</b>
<b>LEGAL REPRESENTATIVE</b>	<b>LEGAL REPRESENTATIVE</b>