

	INTEGRATED MANAGEMENT SYSTEM	T-LG-CA-01	
	GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER OF TAMA INGENIEROS S.A.C.	Date	05-12-2022
		Version	02
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1. ACCEPTANCE.

The acceptance of this Purchase Order or service constitutes the express conformity of all the conditions stipulated therein, prevailing over those that may exist in the conditions of the quotation of THE SUPPLIER. With the acceptance of this Purchase Order, the agreement between TAMA INGENIEROS S.A.C., hereinafter referred to as TAMA and THE SUPPLIER shall be deemed to be concluded, subjecting both to the terms and conditions of this document. THE SUPPLIER declares to have read, reviewed, and agreed to all the conditions of the Purchase Order.

2. PRICES AND QUANTITIES.

The present order may not be fulfilled at prices different from those indicated in it, except with the prior, express, and written authorization of TAMA. Likewise, the quantities indicated in the present order may not be altered or modified without the express and written approval of TAMA.

3. QUALITY.

The quality of the goods (Materials, consumables, tools, machines) and services delivered shall be strictly as specified in this Purchase Order. TAMA reserves the right to accept any substitute offered by the supplier.

The SUPPLIER shall submit quality certificates in case of purchases of materials, consumables, and accessories, ensuring compliance with the requested specifications. TAMA will carry out the selection and performance evaluation of all suppliers in accordance with the Integrated Management System.

4. PLACE OF DELIVERY.

The goods and/or services rendered under this Purchase Order shall be delivered and/or performed within our facilities and received by our warehouse personnel (Warehouse Manager and/or Assistant) at the address stated in the Purchase Order:

- Calle 03 Mz. A Lot 6B - Urb. Barbadillo (perpendicular to Av. Marcos Puentes Llanos), Ate, Lima, Peru. Warehouse Manager Phones: (+51) 7151280, (+51) 7151281.
- Warehouse working hours: Tuesday, Thursday, and Friday: from 08:00 to 12:00 hr. and from 14:00 to 16:00 hr.

5. PARTIAL DELIVERIES.

Partial deliveries with respect to this Purchase Order will be permitted upon written permission.

6. PACKAGING.

The goods shall be delivered properly packed and in perfect condition. The packaging must be appropriate in order to guarantee the transport and reception of the material in good conditions. Any damage caused by defective or inappropriate packaging shall be entirely the responsibility of the SUPPLIER. Likewise, each package shall contain materials from a single Purchase Order, and materials from different orders may not be mixed in the same package. If there is more than one (01) package for a Purchase Order, a Packing List with the details of each package shall be attached.

7. DOCUMENTATION FOR RECEIPT OF PRODUCT/SERVICE. All the SUPPLIER'S Waybill must refer to the Purchase Order Number of TAMA INGENIEROS S.A.C. The information stated in the Waybill must necessarily coincide with the information shown in the Purchase Order and with the product shipped.

Likewise, together with the product, THE SUPPLIER must submit: a) a legible copy of the Purchase Order; b) THE SUPPLIER'S Waybill with a hard copy of the "consignee" waybill, c) Quality Certificate of the material for steels, welding, abrasives and chemical products, and d) Documentation requested in Clause 13 of this document, if applicable. If this documentation is not complete, the goods shall not be accepted.

8. TRANSFER OF RISK AND OWNERSHIP.

The transfer of risk and ownership of the goods to TAMA will take place when the goods are delivered as indicated in clauses 4, 6 and 7 above and when compliance with the warranties and conditions of this Purchase Order has been verified.

9. WARRANTIES:

SUPPLIER expressly warrants that the goods and/or services under this Purchase Order are free from defect and suitable for the use specified herein and, further, by accepting SUPPLIER with this Order warrants that the goods and services delivered conform to the quality requirements requested by TAMA.

Supplier shall furnish satisfactory evidence of the kind and quality of all materials furnished under this order, this warranty shall remain in effect for each good for a period of 18 months after the good is put to the use for which it was purchased or 24 months after final delivery, whichever occurs first. Likewise, SUPPLIER guarantees that the goods are in perfect conditions of operation, consumption or use, and the provision of the service according to TAMA's requirements; TAMA reserves the right to reject any goods that do not meet such requirements.

The SUPPLIER agrees to immediately repair or replace any goods or services provided that are non-conforming or defective with goods or services that are actually appropriate, at no cost to TAMA and shall indemnify for all costs, expenses or damages associated with any non-conforming goods or services provided.

SUPPLIER warrants that the repair or replacement will not disrupt, delay or otherwise adversely impact the operations of TAMA or its customers.

If the goods are rejected, they must be picked up by the SUPPLIER within a period not exceeding 03 calendar days, the invoice issued must be cancelled or the corresponding credit note must be issued.

10. ASSIGNMENT:

The goods and/or services indicated in this Purchase Order shall be provided exclusively by THE SUPPLIER, therefore, the responsibility for the sale may not be assigned or transferred to third parties.

11. PENALTIES:

Each day of unjustified delay in the delivery of the order will be penalized with 0.5% of the agreed price of the undelivered supply up to a maximum of 10% of the value thereof, figure from which TAMA may consider this Purchase Order as cancelled.

If the SUPPLIER is unable for reasons of force majeure to carry out any of the obligations under this order it shall notify TAMA in writing within a period of three calendar days after the occurrence of the fortuitous event. Such obligations shall be suspended during force majeure, which include: Catastrophic events, tornadoes, earthquakes, riots, acts of war. In case of failure to communicate in a timely manner, the corresponding penalties will be applied.

12. CANCELLATION OF THE PURCHASE ORDER.

If the Purchase Order is accepted by the SUPPLIER in the manner indicated in clause 1 above, TAMA may cancel it in the following cases:

12.1 Under the event that THE SUPPLIER unjustifiably fails to comply with the delivery term as established in clause 11.

12.2 When the goods do not comply with the specifications, requirements and quality, safety and environmental standards specified in the Purchase Order.

12.3 When the SUPPLIER fails to comply with any of the commercial conditions set forth herein.

13. CONDITIONS FOR RECEPTION OF CHEMICAL AND/OR FLAMMABLE PRODUCTS. Chemical supplies (paints, solvents, gases) with expiration date must be of recent manufacture, at most 3 months old. They must also come with the manufacturer's Safety Data Sheet in Spanish and a current Quality Certificate, otherwise they cannot be received in TAMA warehouse. Each product must be labeled with its corresponding NFPA 704 rhombus. Likewise, they must be labeled according to their hazard classification.

14. OCCUPATIONAL SAFETY AND HEALTH CONSIDERATIONS FOR SUPPLIER.

All visitors entering TAMA's facilities (plant or raw material warehouse, gases) for the delivery of goods must have and use the following personal safety equipment: safety helmet, chinstrap, ear protection, safety glasses, safety shoes: for general work or dielectric shoes for work with electrical energy, long-sleeve shirt and pants (made from non-flammable material), and send the insurance policy one working day before the visit.

Also, show upon entry their vehicle property card; ID card; car insurance; and national technical inspection (for transport providers entering TAMA facilities).

Execute the works according to TAMA INGENIEROS S.A.C. safety standards.

15. CONSIDERATIONS FOR VISITS BY SUPERVISORY PERSONNEL / CONTRACTORS

All contractor personnel entering TAMA's plant to provide a service (maintenance, hoisting, monitoring, etc.) must have the following PPE: safety helmet, chinstrap, ear protection, safety glasses, safety shoes. For general work or dielectric shoes for work with electrical energy, long sleeve shirt or polo shirt and pants (non-flammable material).

Send insurance policy and certificate of medical aptitude one working day before the visit for lifting contractors, radiographic plate, and transporters. Other specific OSH requirements defined by Safety, Health and Environment Management shall apply according to the activities to be performed at TAMA.

16. ANTI-CORRUPTION CONSIDERATIONS.

In TAMA, within the framework of the application of the Anti-bribery Management System and current legal compliance, we promote that our activities with our employees, customers, suppliers, public institutions, community, etc., are carried out in a transparent manner, strictly committed to compliance with current legislation related to anti-corruption practices, preventing all types of illegal practices related to bribery, extortion, fraud, collusion, and other crimes.

If attitudes or acts contrary to our code of ethics are detected, TAMA will notify by e-mail through corporate e-mails established with the supplier, with a copy to your immediate superior or the ethics channel, if it exists. If we do not receive a formal response, we will continue to insist with their immediate superiors until we establish the corresponding corrective measures.

As part of our commitment, TAMA will send in a timely manner the Code of Ethics and the Anti-Bribery Management System policy in force.

The supplier undertakes to assume liability for any damage to TAMA due to non-compliance with the above legal regulations.

For any complaint or concern regarding illegal practices described in this item, by our staff, please contact us at etica@tama.pe

17. BILLING:

The invoice must be prepared in accordance with the legal and tax provisions in force. Invoices that do not comply with the provisions of this paragraph will not be accepted, nor those that cover more than one Purchase Order.

17.1 The invoice, as well as the Waybill and other commercial documents, must include the number of this Purchase Order as a reference. The sales tax shall be recorded separately.

17.2 All invoices must be issued to TAMA INGENIEROS S.A.C. with Tax ID 20508969512 and address at Calle 03 Mz. A Lote 6B - Urb. Barbadillo (perpendicular to Av. Marcos Puentes Llanos), Ate, Lima, Peru. You must also clearly indicate the PURCHASE ORDER number.

17.3 DOCUMENTS TO BE PROVIDED: a) Legible copy of the Purchase Order; b) Copy of the Waybill with the "Received" stamp by TAMA INGENIEROS S.A.C. clear and legible, c) Copy of the invoice in case it is electronic issued, and d) Copy of the Waybill.

17.4 **DATE OF ISSUANCE OF INVOICES:** The date of issue of the invoice must be after or equal to the date of delivery of the good or service purchased.

17.5 **ELECTRONIC INVOICES:** In the case of electronic payment vouchers (invoices, tickets, credit and debit notes and receipts for fees, etc.), the following files must be sent to the e-mail address repciondefacturas@tama.pe.

- PDF - Printed representation of the electronic voucher

- XML file and proof of receipt sent by SUNAT (CDR)

It should be taken into consideration that the electronic vouchers must be previously validated and accepted by the National Superintendence of Customs and Tax Administration (SUNAT).

18. PLACE OF DELIVERY OF INVOICES:

Hard copy invoices shall only be received and stamped with "RECEIVED" at TAMA INGENIEROS S.A.C. at Calle 03 Mz. A Lote 6B - Urb. Barbadillo (perpendicular to Av. Marcos Puentes Llanos), Ate, Lima; Phone: 715-1280 / 715-1281, Hard copy invoices shall be delivered with the delivery of the good or service.

19. TERMS OF PAYMENT:

19.1 Payment of invoices shall be subject to the conformity of delivery by TAMA's warehouse in terms of quantity and quality of supplies. This includes the delivery of the corresponding quality certificates in case of materials, consumables, and accessories and/or certificates of operability (tools, machines, and equipment) and the manufacturer's Safety Data Sheet in Spanish (in the case of chemical products).

19.2 The payment condition is the one indicated in the purchase order and is considered from the date of receipt of the invoice.

19.3 Invoices will be paid on the dates established in accordance with the payment terms by means of transfers to the bank accounts provided by the suppliers.

19.4 Local supplier must submit the details of the bank accounts and the deduction account in Peruvian National Bank with the corresponding invoice, otherwise it will not be accepted.

Prepared by:	Reviewed by:	Approved by:
Logistics Manager	Representative of the Control and Audit Body	General Management

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