

PURCHASE ORDER - TECNOGLASS S.A.S.

GENERAL TERMS AND CONDITIONS



The Power of Quality

This document contains the general terms and conditions under which the purpose of this Purchase Order of Goods and Services between TECNOGLASS S.A.S ("TECNOGLASS") and the individual or legal entity identified in this document ("CUSTOMER"). This Purchase Order and its attachments ("Order") will be governed in all aspects by the terms and conditions herein stipulated. However, TECNOGLASS may add or modify the terms and conditions, prevailing the general aspects of this Order.

FIRST. PURPOSE. TECNOGLASS independently, with its own personnel and equipment, with full managerial, technical, administrative and financial autonomy, but based on the instructions, documents and indications supplied by the CUSTOMER, commits itself in favor of the CUSTOMER to execute the Purpose described on the front of this document and/or its attachments. All changes or modifications to the specifications and characteristics of the goods and/or services object of the Order, must have written previous approval of TECNOGLASS. The CUSTOMER will be solely responsible for the intrinsic suitability of the product, its quality, commercial feasibility, usefulness and purpose and TECNOGLASS will not assume any implicit or explicit guarantee with regards to the usefulness or suitability of the product, nor will it assume a minimum guarantee with regards to fit and merchantability of the products to comply a specific objective.

SECOND. ACCEPTANCE. The Order has been prepared based on the prices, conditions and terms stipulated on the cover of this Order and its execution, even if partial, means an irrevocable acceptance.

THIRD. PRICE. The value of present Order is the one listed on the front of this document and is based solely upon the particular drawings, specifications, makeups, or other contract documents, which are specifically identified in the quotation and in any case it will be the one that results from multiplying the prices agreed by the units of goods and/or services supplied by TECNOGLASS. Unless the contrary is stipulated on the front of this Order, it is to be understood that the prices are definitive and not subject to review. TECNOGLASS reserves the right to charge any and all unknown surcharges and miscellaneous costs assessed by our vendors. THE CUSTOMER must pay TECNOGLASS according to the terms stipulated on the Order. TECNOGLASS may, in its sole discretion, agree to grant credit terms to CUSTOMER. TECNOGLASS will not be liable to CUSTOMER for any refusal to grant credit. Any credit terms are subject to TECNOGLASS continuing approval of CUSTOMER'S credit. If in TECNOGLASS sole discretion CUSTOMER'S credit or financial standing becomes unsatisfactory TECNOGLASS may withdraw or modify the credit terms. CUSTOMER shall be responsible for TECNOGLASS costs of collection including reasonable attorney's fees in the event of nonpayment.

FOURTH. TERM. The time for delivery shown on the face of the Order is an estimate only. TECNOGLASS will not be liable for any loss or damage to CUSTOMER or others due to delay or not delivering in accordance with the estimated date regardless of the cause. TECNOGLASS will select the method of delivery. This Order will be in force during the term stipulated on the front, which can only be extended in writing and by mutual consent among the parties. However, it can be terminated: a. by mutual agreement between the CUSTOMER and TECNOGLASS; b. grave and repeated breach of the contractual obligations of any of the parties, as well as the repeated defective compliance; c. unilaterally by TECNOGLASS, with 30 days prior to the expected termination date.

<p>Any inquiries should be directed to:</p> <p>Tel: (305) 420-6691 / (305) 395-3329 Fax: (786) 513-2988</p>	<p>LAST UPDATED: 28/08/19</p> <p>tecnoglass.com</p>
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FIFTH. OBLIGATIONS OF THE PARTIES. TECNOGLASS' obligations will be to: a) Provide the raw materials and all the other elements required to prepare the products object of present Order, except whenever the contrary is specified on the front of present document; b) Manufacture the products in accordance with the designs and specifications supplied or approved by the CUSTOMER. Unless otherwise agreed in writing by TECNOGLASS, all goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usage of trade, regular factory practices, and practical testing and inspection method. TECNOGLASS specifically reserves the right, in its sole discretion, to make changes to its raw material, suppliers and processes that do not materially affect the quality or performance of the products at any time without notice. c) Present the technical reports and certificates on the products, as required by the CUSTOMER. CUSTOMER'S obligations will be as follows: a) When indicated on the front, supply the raw materials and all the other elements required for the preparation of the products and grant all the necessary information to ensure success of the manufacturing processes commissioned to TECNOGLASS; b) Receive and pay the products indicated in the Order; c) Obtain the necessary rights, licenses and authorizations on the designs and industrial and intellectual copyrights that are provided to TECNOGLASS for the preparation of the products; d) Pay the price agreed on the front of present Order. CUSTOMER acknowledges and agrees that TECNOGLASS is a manufacturer only and selling goods hereunder for resale and not for wholesale or retail purposes. As a result, CUSTOMER on behalf of itself and its successors, representatives and assigns (collectively, the "Releasing Parties"), (i) is solely responsible for any and all state and/or local sales and/or use taxes for the goods purchased; (ii) hereby knowingly and voluntarily releases, waives, and forever discharges TECNOGLASS and its respective current, former and future insurers, partners, members, principals, officers, managers, directors, attorneys, agents, employees, parent companies, holding companies, subsidiaries, predecessors, successors, and assigns (collectively, the "Released Parties") of and from any and all any and all disputes, claims, liens, agreements, contracts, covenants, obligations, debts, controversies, demands, actions, causes of action, suits, costs, judgments, liabilities, expenses and damages of any kind whatsoever, whether known or unknown, suspected or unsuspected, whether legal or equitable, fixed or contingent, liquidated or unliquidated, whether based in common law, statute, contract, warranty, tort or otherwise (collectively, "Claims") which any of the Releasing Parties had, may have had, now have or can, shall or may have against any of the Released Parties, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world until and including the time and date hereof, arising out of any act, error, omission, thing, agreement or event relating to any and all state and/or local sales and/or use taxes related to the purchasing of any goods hereunder; and (iii) hereby indemnifies and holds harmless the Released Parties from and against any and all Claims incurred in any way by the Released Parties in connection with the collection and/or payment of any and all state and/or local sales and/or use taxes related to the purchasing of any goods hereunder. e) Pay storage charges for completed orders unable to be accepted within 30 days of the original ship date. Fees will be assessed at \$150.00 per crate per month. TECNOGLASS will not be liable for damage to materials stored longer than 60 days nor will TECNOGLASS be liable for damage or failure of any materials stored in any manner contrary to industry standards and/or specific storage requirements identified by TECNOGLASS in any product materials. f) The CUSTOMER reserves the right to verify the manufacturing process, directly or through personnel authorized in writing to whom TECNOGLASS will allow the entrance, as long as it has been notified in writing with sufficient time in advance.

SIXTH. CONFIDENTIALITY. The Parties promise to refrain from disclosing to third parties and to maintain the strictest confidentiality on any information of the other party that it learns or could learn due to the execution of present Order. The party receiving the confidential information will return it to the disclosing party within a term of 10 calendar days, as of the

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date in which its return or destruction is requested. In case that its return is not possible, it must present a certificate confirming that it has destroyed the confidential information and that no copy of such information is being kept.

SEVENTH. TERMINATION. TECNOGLASS can terminate this Order after giving written notification to the CUSTOMER, without payment of any compensation whatsoever, in the following circumstances: a) Due to non-compliance of the obligations contained herein, its attachments and/or complementary documents; b) Unilaterally giving prior written notice to the CUSTOMER with minimum twenty-four (24) hours in advance; c) Due to the winding up, liquidation, merger, division or transformation of the CUSTOMER, whenever it is legally feasible, or death in case it refers to an individual; c) Due to CUSTOMER'S financial inability to comply with the obligations acquired; e) Mutual agreement among the parties.

EIGHTH. PRODUCT DELIVERY. CUSTOMER shall inspect the goods upon receipt and promptly notify TECNOGLASS of any claim that the goods are nonconforming. TECNOGLASS will not accept any charge or expense, including labor for modification, removing, inspecting, or installing the goods. All claims for breakage are the responsibility of the consignee, and claims must be filed by the consignee. TECNOGLASS shall be allowed reasonable opportunity to inspect and cure any claim of alleged non-conformity. CUSTOMER may arrange to inspect at the place of manufacture provided inspection does not interfere with TECNOGLASS operations and the consequent approval or rejection shall be made before shipment of the goods. The CUSTOMER acknowledges that TECNOGLASS supplies made-to-order products based on order confirmation, pro-forma or quotation, or purchase orders and that TECNOGLASS is deemed to have complied with the CUSTOMER'S specifications once the products are produced or finished. If CUSTOMER terminates the order or requires TECNOGLASS to cease work hereunder, such event will entitle TECNOGLASS to payment for all work performed, which shall be understood as finished products as of the date of termination, together with reasonable costs attributable to such termination, including profit to that portion of products produced.

NINTH. TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by TECNOGLASS, delivery shall be FCA: TECNOGLASS Warehouse (Incoterms 2010). Title to and risk of loss and liability for products relating to or arising out of ownership or use of product shall pass from TECNOGLASS to CUSTOMER at the time TECNOGLASS delivers the good to the carrier or to another named person nominated by the CUSTOMER. As collateral security for the payment of the purchase price of the products, CUSTOMER hereby grants to TECNOGLASS a lien on and security interest in and to all of the right, title and interest of CUSTOMER in, to and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

TENTH. SHORTAGES. If shortages occur in TECNOGLASS's supply of the products for any reason other than a force majeure, TECNOGLASS will allocate all products produced among its customers, its own requirements, and the requirements of its or its parent's division, subsidiaries, and affiliates in a manner and amount that it deems fair and reasonable, without obligation to obtain similar goods from other sources.

ELEVENTH. ASSIGNMENTS. The CUSTOMERS cannot assign in all or part, the rights and/or obligations resulting from this Order, except with express and written authorization of TECNOGLASS.

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TWELFTH. INTELLECTUAL OR INDUSTRIAL PROPERTY. The parties declare that they are the legitimate holders of the intellectual and industrial rights on the distinctive signs, patents, utility models, industrial designs and copyrights that are used in the execution of the Order. If necessary, each of the parties will be responsible for obtaining the corresponding authorizations for the use of third-party rights to perform the Order and the payment of derived royalties when applicable. Each of the parties is obliged to refrain from using or exploiting in any manner the intellectual or industrial rights of the other, including their branches, affiliates or subsidiaries. The parties may not use the name of its counterpart or any of its denominations, logo, trademarks, designs or other industrial or intellectual property in its advertisement or marketing materials for purposes different to the ones agreed, unless the other party grants an express authorization. The parties promise to report as soon as they become aware of unauthorized use of the intellectual or industrial property of the other party. If while executing the object of the Order and by request, TECNOGLASS or its subcontractors create protected materials, it is understood that the patrimonial rights will be transferred and correspond to TECNOGLASS, without any limitation, in accordance with applicable laws. This document is sufficient to give effect to the transfer of all the rights. However, if requested by any competent authority, the CUSTOMER will execute additional documents to transfer the corresponding IP rights in favor of TECNOGLASS. TECNOGLASS has no system design or application responsibility to CUSTOMER or any third party. Each of the parties will defend, compensate and hold harmless the other party, its parent company, its affiliates, subordinates and subsidiaries, employees, officers and successors from and against all claims resulting from third-parties and resolved in its favor, due to infringement or alleged infringement of intellectual or industrial copyrights that result with regards to the execution of the object of this Order. This clause will be in force during the term of the Order and/or during a term equal to the duration of the actions associated with or until the claim has been definitively resolved, whichever is the latest.

THIRTEENTH. RESPONSIBILITY AND INDEMNITY. The parties agree that any damage and/or detriment caused to a third-party by the CUSTOMER's products, services and/or activities, will be wholly assumed and settled by the CUSTOMER and it will be accountable to TECNOGLASS in any scenario and especially when for any reason TECNOGLASS has paid any expense or cost resulting from such damages and/or detriment and/or the exercise of its technical defense, promising to immediately carry out the corresponding reimbursement just by TECNOGLASS presenting the evidence or justification of the corresponding payment. The CUSTOMER will defend and hold harmless TECNOGLASS from any claim, lawsuit or investigations initiated by any person or governmental institution against TECNOGLASS and that results from or that is based on this Order, including but not limited to the instructions issued by the CUSTOMER. It will be CUSTOMER'S responsibility to guarantee the legal adequacy of the manufacturing processes and the resulting products, as well as their design, specifications and qualities, prior to them being sold and distributed, including the fitness and/or merchantability of these products.

FOURTEENTH. CONDUCT AND COMPLIANCE CODE. An integral part of present Order is TECNOGLASS' Code of Conduct, which the CUSTOMER declares to know and promises to comply. Likewise, the CUSTOMER promises to comply all the applicable regulations, including but not limited to the legislation relevant to the prevention of corruption, fraud, laundering of funds and financing of terrorism. The CUSTOMER expressly declares that the resources that it will deliver by virtue of this Order do not originate from any illicit activity nor will it carry out any transaction intended to perform such activities or in favor of persons associated to them, nor will it accept that third-parties pay their obligations with funds originated in illicit activities, nor will it carry through TECNOGLASS operations or activities in favor of persons associated with such activities.

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FIFTEENTH. PRIVACY POLICY. TECNOGLASS' Privacy Policy is part of this Order, which can be consulted at the web page www.tecnoglass.com. To exercise its rights, it can send a communication to the email habeas.data@tecnoglass.com and/or contact the company at telephone (575) 3734000.

SIXTEENTH. WAIVER. Waiver by TECNOGLASS of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of TECNOGLASS to exercise any right arising from any default of CUSTOMER hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time.

SEVENTEENTH. GOVERNING LAW AND SOLUTION OF CONTROVERSIES. Colombian Laws will govern present Order. In the event of any controversy or claim arising out of or relating to this agreement, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures. If settlement is not reached within [60] calendar days after any party requests in writing mediation under this provision, any unresolved controversy or claim arising out of or relating to this agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. a) The number of arbitrators shall be three unless the amount in dispute is less than USD 750.000 in which case the matter shall be decided by a sole arbitrator; b) The venue for the arbitration shall take place in the largest city of the state where the project which is the subject of this contract is to be performed; and c) The language of the arbitration shall be English.

EIGHTEENTH. SEVERABILITY. In the event that any of the provisions, or portions thereof, or interpretations by the parties or by either party of any provisions, or portions thereof, of these terms and conditions are held to be unenforceable or invalid by any court of competent jurisdiction, TECNOGLASS and CUSTOMER agree that the court shall enforce such provision to the maximum extent permissible, and the other terms and conditions will remain in full force and effect.

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