



CARBOQUÍMICA S.A.S. GENERAL TERMS AND CONDITIONS OF SALE

Code: Z-QAP-001
Version: 2
Date: 2026-02-13
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CARBOQUÍMICA S.A.S., a commercial company duly incorporated under the laws of the Republic of Colombia, identified with Tax Identification Number (NIT) 860006853-3, with its registered office in the Republic of Colombia, hereinafter referred to as “CARBOQUÍMICA,” hereby makes available to its customers these General Terms and Conditions of Sale, which govern the commercial relationships arising from the offer, sale, and supply of its products and services.

Official Contact Information:

- General Email: carboquimica@carboquimica.com.co
- Email for Notifications: notificaciones@carboquimica.com.co
- Telephone: +57 300 913 31 91
- Website: www.carboquimica.com.co

1. Introduction

The purpose of these Terms and Conditions is to promote a transparent, orderly, and secure business relationship between CARBOQUÍMICA and the Customer. These guidelines are intended to establish a clear framework that facilitates the conduct of business operations, fostering trust, clarity, and a long-term relationship between the parties.

2. Scope of Application

These Terms and Conditions apply to all business transactions conducted between CARBOQUÍMICA and the Customer, including quotations, purchase orders, domestic sales, exports, and related services. These conditions shall be deemed accepted by the Customer upon the formalization of a purchase order, receipt of the product, or commencement of the provision of services.

3. Offer and Acceptance

CARBOQUÍMICA provides quotations to its current or prospective customers, upon their direct request, for the products and/or services offered. Quotations are provided for informational purposes only, are non-binding, and are subject to final confirmation of availability.

The transaction shall be deemed concluded upon the issuance of a purchase order by the Customer or the Customer's explicit confirmation of acceptance through written or digital means, such as email, chat, or other agreed-upon channels, and subsequent confirmation by CARBOQUÍMICA once product availability has been verified.

If the Customer's purchase order or confirmation differs from the conditions set forth in the quotation, CARBOQUÍMICA reserves the right to submit a new offer adjusted to such conditions.

Each quotation shall specify its validity period; therefore, CARBOQUÍMICA shall not be obligated to maintain the offer once such period has expired. If requests or purchase orders are received after the validity period has expired, CARBOQUÍMICA may submit a new quotation with updated conditions, subject to a new confirmation of availability.

Quotations and communications between the parties may be made through different means, including written or verbal communications, email, digital channels, or messaging platforms, provided that such means allow the acceptance to be documented.

The price of the product and/or service subject to the Sale shall correspond to the price stated in the purchase order and/or quotation. Any modification thereof must be authorized in writing by CARBOQUÍMICA.

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CARBOQUÍMICA shall invoice the price together with all applicable taxes, in accordance with the legal regulations in force.

4. Export Conditions

For export transactions, the parties agree that the delivery terms shall be governed by the Incoterms in effect as of the date of the transaction, as well as by the applicable customs, commercial, sanitary, environmental, and international transportation regulations in the countries of origin, transit, and destination. The Customer shall be solely responsible for complying with all obligations, permits, licenses, certifications, and documentary requirements imposed by the competent authorities of the countries involved in the export transaction. Any non-compliance by the Customer shall be the Customer's sole responsibility, and the Customer agrees to indemnify and hold CARBOQUÍMICA harmless from any sanctions, fines, seizures, detention of goods, expenses, or additional costs arising from such non-compliance.

CARBOQUÍMICA reserves the right to suspend or withhold the shipment of goods when there are reasonable grounds to believe that the transaction may result in legal or documentary non-compliance, or when the information provided by the Customer is incomplete, inaccurate, or inconsistent, without this giving rise to any liability on the part of CARBOQUÍMICA.

5. Product Quality and Warranties

CARBOQUÍMICA warrants that the products it manufactures and markets comply with the quality, presentation, and identification specifications set forth in the Technical Bulletin (Technical Data Sheet) or in any other specification previously agreed upon in writing with the Customer. Additionally, CARBOQUÍMICA shall inform the Customer about the proper handling and shelf life of its products and shall make the corresponding Safety Data Sheet (SDS) available to the Customer in order to promote the safe and proper use of the products.

6. Limitation of Liability

Without prejudice to the warranties expressly granted under these Terms and Conditions, CARBOQUÍMICA S.A.S.'s total liability arising from the sale of products, their performance, delivery, replacement, or any claim associated therewith shall, in all cases, be limited to the amount actually paid by the Customer for the specific product giving rise to the claim.

Under no circumstances shall CARBOQUÍMICA S.A.S. assume liability exceeding such amount, even where breach of contract, strict liability, or any other legal or contractual cause is alleged.

7. Exclusion of Indirect Damages

Under no circumstances shall CARBOQUÍMICA S.A.S. be liable for any indirect, consequential, special, punitive, or incidental damages, including, without limitation, loss of profits, loss of production, loss of business, loss of contracts, sanctions or penalties imposed by third parties, financial costs, or reputational damage that may arise directly or indirectly from the sale, use, storage, transportation, or disposal of the products.

8. Dispatch Logistics

CARBOQUÍMICA S.A.S., in accordance with the terms of each transaction and the provisions set forth in the general delivery conditions, shall make the shipments requested by its Customers, provided that they are in good standing with respect to all outstanding obligations. The foregoing may be subject to special provisions previously agreed upon in writing with each Customer.

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When the Customer directly arranges for the transportation of the product, the Customer shall ensure compliance with the requirements established in Decree 1079 of 2015, or any regulations that amend or replace it, as well as with the general conditions described in the current and updated "General Conditions – Customer Pickup" guidelines. In such cases, CARBOQUÍMICA shall not be liable for any damage to the products that may occur during transportation.

However, for the dispatch of products classified as dangerous goods using vehicles contracted by the Customer, CARBOQUÍMICA S.A.S. shall verify in advance the carrier's compliance with the following requirements:

- Carrier's liability insurance policy, in accordance with the requirements established by the Ministry of Transportation.
- Valid certificate of the driver's dangerous goods transportation training course.
- Satisfactory vehicle inspection.
- Carrier's contingency plan.

The parties agree that dispatch documents, delivery records, weighing records, shipping documents, measurement systems, and CARBOQUÍMICA S.A.S.'s internal records constitute appropriate, sufficient, and valid evidence of compliance with its obligations, unless duly substantiated technical evidence to the contrary is provided by the Customer, who shall bear the corresponding burden of proof.

9. Force Majeure

CARBOQUÍMICA shall not be liable for failures or delays in shipment when caused by force majeure or unforeseeable events, including war, changes in applicable legislation, fires or explosions, strikes or labor disputes, accidents, inability to obtain containers or raw materials, shortages of raw materials or energy, disruptions to transportation or production, epidemics, pandemics, or other causes, whether similar to the foregoing or otherwise, that are beyond its control.

However, any shipment made by CARBOQUÍMICA before receiving written notice from the Customer stating that the Customer is experiencing a force majeure event and is unable to receive the products due to such circumstances must be accepted and paid for by the Customer in accordance with the terms originally agreed upon.

The parties agree that the events described in this section shall be considered, for all legal and contractual purposes, events constituting force majeure or unforeseeable circumstances, provided that such events are beyond the control of CARBOQUÍMICA S.A.S., are not attributable to it, and have been addressed with due diligence in accordance with the circumstances of the case.

For these purposes, the parties acknowledge that the assessment of unforeseeability shall be conducted reasonably, taking into account the nature of the activity, market conditions, the information available at the time the event occurred, and the specific circumstances surrounding its occurrence. The mere general foreseeability of a risk shall not, in itself, result in liability being attributed to CARBOQUÍMICA S.A.S.

10. Handling of PQRS

For CARBOQUÍMICA S.A.S., the handling of Petitions, Complaints, Claims and/or Suggestions (PQRS) constitutes an opportunity for dialogue, continuous improvement, and strengthening of the business relationship with its Customers. Accordingly, the Customer acknowledges that the PQRS procedure set forth in these Terms and Conditions has been designed as an efficient, reasonable, and appropriate mechanism for the technical and contractual management of any situation related to the products.

The Customer accepts that submitting a PQRS in accordance with the deadlines, requirements, and supporting documentation established herein facilitates the timely, objective, and transparent handling of

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requests, without limiting the Customer's right to resort to judicial proceedings whenever deemed necessary. However, failure to comply with such conditions may result in the claim not being accepted for processing by CARBOQUÍMICA S.A.S.

We invite our Customers to contact us through the following link, which provides access to our technological platform for PQRS management:

[PQRS Registration Link](#)

For effective management of the PQRS, the Customer must provide the following information:

- Type of identification
- Customer name
- Customer identification number
- Country
- Email address at which the Customer wishes to receive notifications and responses related to the case
- Product name
- Detailed description of the Petition, Complaint, Claim, or Suggestion
- Quantity claimed
- Lot number
- Order number
- Invoice number

Required Evidence

The Customer must attach, as applicable:

- Clear photographs of the identified defect or issue.
- Photographs and/or videos of the vehicle unloading process (opening of the vehicle, during unloading, and after unloading).

When the claim arises from a deviation from product specifications, in certain cases the Customer will be required to submit a sample for laboratory analysis, addressed to the Technical Service Department, at the following address:

Km 12 Vía Mamonal – Pasacaballos, Cartagena, Colombia, for the purpose of carrying out the corresponding validations.

If the Customer has internal test results, analyses, or testing that demonstrate non-compliance with specifications, these must be submitted as supporting evidence for the claim.

When it is necessary to transfer the product into secondary containers, the Customer must take a sample prior to this process in order to rule out possible secondary contamination.

PQRS for Export Transactions

For export transactions, it will first be determined whether the PQRS applies based on the applicable terms of the transaction, which define the scope of CARBOQUÍMICA's responsibility for cargo traceability. When applicable, the supporting documentation required from the Customer includes:

- Official notifications from suppliers (notices, emails, alerts, among others).
- Invoices.
- Photographic records in the event of physical damage.

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- Payment receipts associated with documentary issues, when such costs have been borne by third parties.

Any Petition, Complaint, or Claim will be received on a “**subject to review**” basis while the corresponding validations are carried out to determine its validity.

The established response time for handling PQRS shall be fifteen (15) business days from the date the request is received, in accordance with the provisions of Law 1755 of 2015, where applicable.

11. Returns

CARBOQUÍMICA shall only accept returns from the Customer once the corresponding PQRS has been received and formally filed, and provided that, following review and validation of the case, CARBOQUÍMICA expressly confirms that the return is the appropriate course of action, in accordance with the criteria established in this document.

11.1 Packaging Condition Issues

Returns shall only be accepted when there is evidence that the product was received in such condition as a result of transportation arranged by CARBOQUÍMICA, at the time of receipt by the Customer. This applies in the following cases:

- The packaging shows tears and/or leaks.
- The product lacks identification or presents non-compliance with identification requirements, including the logo, lot number, expiration date, product reference, and/or labeling in accordance with the Globally Harmonized System (GHS), where applicable.
- The issue must be identified and documented at the time of receipt, prior to any unloading, handling, or storage of the product by the Customer.

Returns shall not be accepted when packaging or identification issues are reported after the product has been stored, as in such cases it is not possible to determine the origin of the damage to the packaging or the identification.

In all such cases, the Customer must provide photographic or video evidence of the vehicle at the time it is opened to begin unloading, as well as evidence of the affected product before it has been moved from its original position inside the vehicle.

11.2 Issues in the Customer's Goods Receipt Process

Returns shall be accepted when:

- The product delivered does not correspond to the product ordered by the Customer.
- The agreed delivery schedule is not met, in accordance with the delivery time window previously agreed upon with the Customer. In the event of late arrival, the Customer must provide the arrival record supported by video evidence and notify the carrier upon identifying the issue, without prejudice to the Customer's right to also report it through the service channels established in Section 8 of this document.

In accordance with this document and where applicable, CARBOQUÍMICA shall issue the corresponding credit note for the products and quantities received, once the return has been approved, at the price indicated on the related commercial invoice.

No claims or returns shall be accepted after forty-eight (48) hours from receipt of the goods.

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CARBOQUÍMICA S.A.S. shall replace the returned product by issuing a new invoice, which may be associated with the same purchase order, together with the corresponding credit note for the previous invoice, when so determined.

When the product return results from an error by the Customer (purchase order, shipping address, insufficient storage capacity, or other similar circumstances), the return and corresponding credit note shall only be processed with the prior authorization of CARBOQUÍMICA S.A.S., and a new invoice shall be issued including the costs associated with the unsuccessful delivery of the product.

The Customer agrees to return the product in its original containers and packaging, in the invoiced sales units, with seals and labels intact, and in the same condition in which it was delivered.

CARBOQUÍMICA does not authorize the carrier to collect any product without prior express authorization, which shall only be granted after receipt of the PQRS and confirmation by CARBOQUÍMICA that the return is accepted.

12. Handling of Product Weight Discrepancies

CARBOQUÍMICA, in accordance with applicable regulations and its procedures for bulk shipments and weighing operations, shall accept claims related to weight discrepancies only when such claims are submitted through the corresponding PQRS within the time limits and under the conditions established in this document.

12.1 Tolerances Applicable to Bulk Shipments and All Product Presentations

For products shipped in bulk and in all product presentations, any weight discrepancy within a range of up to 0.5% shall be considered within the acceptable tolerance range. In such cases, the Customer shall recognize as the net quantity the amount recorded in CARBOQUÍMICA's shipping document or commercial invoice, as applicable, based on the information obtained from the weighing systems used by the company.

This 0.5% tolerance range is established in accordance with legally accepted metrological criteria for measuring instruments used in commercial transactions, which provide for technically permissible margins of error associated with the weighing process, calibration, and operating conditions.

The scales and measuring equipment used by CARBOQUÍMICA S.A.S. are calibrated and verified by organizations accredited by the National Accreditation Body of Colombia (ONAC), in accordance with applicable metrological regulations, thereby ensuring the traceability, reliability, and legal validity of the measurements.

Weight variations within this tolerance range shall not constitute a non-conformity of the product or the dispatch process.

12.2 Weight Discrepancies Exceeding the Permitted Tolerance

If a weight discrepancy exceeds 0.5%, the Customer must provide the truck scale ticket as supporting documentation and, where applicable, the scale calibration certificate in order for the claim to be accepted for review.

If the reported discrepancy exceeds the permitted tolerance, the Customer must also provide the following additional supporting documentation:

- Photographic and/or video evidence showing the complete unloading of the vehicle, in order to provide greater support and traceability of the process, in addition to any other documents and supporting evidence required for validation of the case.

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12.3 Applicable Regulatory Framework

Any weight discrepancy shall be analyzed in accordance with the provisions of Resolution 33209 of 2020 issued by the Superintendence of Industry and Commerce, which amended Chapters One, Two, and Four of Title VI of the Single Circular and regulates the labeling and metrological control applicable to prepackaged products.

This resolution establishes the technical requirements, permitted tolerances, mandatory labeling requirements, and the conditions necessary to prevent misleading practices in the presentation of products. Likewise, any regulations that may amend, replace, or repeal it in the future shall apply.

12.4 Filing of Claims and Response Times

If a weight discrepancy exceeds the permitted tolerances, the Customer must submit the corresponding PQRS through any of the channels indicated in Section 8 of this document within twenty-four (24) hours following receipt of the product, attaching the evidence supporting the claim.

Claims that are not submitted within the specified period or that do not include the required information and supporting documentation shall not be accepted for review.

Paragraph: Any reference to regulations contained in these Terms and Conditions, including Resolution 33209 of 2020, shall be understood as referring to the version of the regulation currently in force or to any regulation that amends, replaces, or repeals it. CARBOQUÍMICA S.A.S. shall automatically apply the provisions in force without the need for any additional document.

12.5 Handling of Weight Discrepancies in Controlled Substances

For products classified as controlled substances, and in compliance with applicable regulations and the guidelines established in internal procedure P-LCM-003 – Controlled Substances Management, the Customer must verify the quantity received at the time of delivery.

If any shortage or excess quantity is identified, regardless of the amount, the Customer must:

- Record the discrepancy in writing on the carrier's delivery document at the time the product is received.
- Immediately notify the assigned sales representative and submit the corresponding PQRS through the channels established by CARBOQUÍMICA S.A.S., within the time limits set forth in this document.

When weight discrepancies fall within the 0.5% tolerance, they shall be considered acceptable variations in accordance with metrological criteria and shall not give rise to a claim.

The absence of any notation on the delivery document at the time of delivery shall be deemed acceptance of the quantity received.

The purpose of this procedure is to ensure traceability, inventory control, and compliance with the regulations applicable to controlled substances.

13. Environmental Considerations

The Customer shall ensure that waste from containers and packaging of purchased products classified as recoverable materials is properly managed through recycling, energy recovery, co-processing, or other circular economy alternatives, in accordance with applicable environmental regulations, particularly the provisions of Resolution 1342 of 2020 issued by the Ministry of Environment and Sustainable Development.

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In the case of container and packaging waste classified as hazardous, such waste must be managed through appropriate final disposal methods, in compliance with applicable local environmental legislation, while preventing at all times the contamination of bodies of water, soil, and sanitary landfills.

For further information or technical assistance regarding the environmental management of products, the Customer may contact CARBOQUÍMICA S.A.S.'s Technical Service Department.

14. Personal Data Protection and Anti-Bribery Regulations

CARBOQUÍMICA S.A.S. has adopted its Personal Data Processing Policy in compliance with the provisions of Law 1581 of 2012 and other applicable regulations, which is available on its website. The Customer declares that it has read, understands, and accepts such policy and that it has obtained the necessary authorizations from the data subjects whose personal data it provides or processes in connection with the business relationship.

Likewise, the Customer agrees to comply with applicable national and international laws, regulations, and standards concerning the prevention of corruption, bribery, fraud, money laundering, and terrorist financing.

Failure to comply with the obligations established in this section shall constitute sufficient grounds for the immediate termination of the business relationship, without giving rise to any compensation in favor of the Customer and without prejudice to CARBOQUÍMICA S.A.S.'s right to claim any damages to which it may be entitled.

15. Governing Law and Dispute Resolution

The sale and the business relationship between the parties shall be governed by the laws of the Republic of Colombia, particularly the provisions of the Civil Code, the Commercial Code, and other applicable regulations.

Any dispute arising from the interpretation, performance, or termination of the sale shall be submitted to the ordinary courts of Colombia, unless the parties expressly agree to submit the dispute to arbitration in accordance with Law 1563 of 2012.

If arbitration is agreed upon, it may be institutional or ad hoc and shall be conducted in accordance with the principles of impartiality, promptness, equality, and due process. Any arbitral award rendered shall be final and binding upon the parties.

Without prejudice to applicable statutory time limits and any rights that may not be waived by law, any judicial or extrajudicial contractual claim arising from the sale of products must be submitted by the Customer within a maximum period of six (3) months from the date of delivery of the product, provided that the claim has previously been submitted through the Petitions, Complaints, Claims and/or Suggestions (PQRS) procedure, in accordance with these Terms and Conditions.

Upon expiration of such period, and without prejudice to claims timely filed and still being processed under the PQRS procedure, the Customer's right to bring contractual claims related to the sale of the products shall be deemed expired.

16. Precedence

The Terms and Conditions contained in this document supersede any prior agreement, understanding, or verbal and/or written communication between the parties concerning the matters governed herein. Accordingly, these Terms and Conditions shall prevail over and take precedence over any prior agreement.

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Notwithstanding the foregoing, where the parties have entered into a valid written agreement, the provisions of such agreement shall prevail over these Terms and Conditions solely with respect to matters expressly governed therein.

The Customer may not assign, transfer, subcontract, encumber, or otherwise dispose of, in whole or in part, any rights or obligations arising from these Terms and Conditions or any purchase order without the prior, express, and written consent of CARBOQUÍMICA S.A.S.

Assignment by CARBOQUÍMICA: CARBOQUÍMICA S.A.S. may freely assign its rights and obligations to any of its affiliates, subsidiaries, companies within the same corporate group, or to third parties acquiring its business or assets, upon providing the Customer with at least [15] days' prior notice.

17. Regulatory Compliance and Corporate Programs

The Customer represents and warrants that it complies, and undertakes to comply throughout the entire duration of the business relationship, with the guidelines established under CARBOQUÍMICA S.A.S.'s corporate compliance programs, including, without limitation:

- (i) the Self-Control and Comprehensive Risk Management System for Money Laundering, Terrorist Financing, and Financing of the Proliferation of Weapons of Mass Destruction (SAGRILAF);
- (ii) the Business Transparency and Ethics Program (PTEE); and
- (iii) the requirements of the Authorized Economic Operator (AEO) program, as well as all applicable national and international regulations concerning the prevention of financial crimes, corruption, bribery, transnational bribery, fraud, and other unlawful conduct.

The Customer agrees to provide CARBOQUÍMICA S.A.S., at least annually, with a written certification signed by its legal representative stating:

- (i) that it maintains implemented and updated internal regulatory compliance, ethics, and security programs as required by law and these Terms and Conditions; and
- (ii) that neither the Customer nor its shareholders, directors, key employees, or ultimate beneficial owners are included on national or international restrictive lists, such as those maintained by OFAC, the United Nations, the European Union, INTERPOL, the Clinton List, or any other similar list.

Failure to comply with the obligations set forth in this section shall constitute grounds for the immediate termination of the business relationship, without any compensation or penalty being payable to the Customer, without prejudice to CARBOQUÍMICA S.A.S.'s right to seek compensation for all direct and indirect damages arising from such non-compliance, as well as any judicial or extrajudicial expenses and costs incurred in its defense.

18. Audits and Traceability

CARBOQUÍMICA S.A.S. reserves the right to conduct, either directly or through duly authorized third parties, audits and inspections of its business partners at any time during the business relationship in order to verify compliance with:

- (i) the obligations arising from these Terms and Conditions;
- (ii) applicable laws, regulations, and administrative requirements;
- (iii) product quality, safety, and traceability standards; and

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(iv) corporate compliance programs, supply chain security requirements, and good practices within the chemical industry.

The Customer agrees to fully cooperate in the performance of such audits by providing access to facilities, systems, records, personnel, and any other information reasonably required for such purpose.

CARBOQUÍMICA may immediately suspend shipments while the audit is being conducted if non-compliance or inconsistencies are identified, or if there is a risk to safety, legality, or regulatory compliance, without this giving rise to any liability on the part of the company.

The Customer's unjustified refusal to permit an audit or failure to cooperate during the audit shall constitute grounds for the immediate termination of the business relationship, without prejudice to CARBOQUÍMICA S.A.S.'s right to seek compensation for all damages incurred.

19. Good Practices in the Chemical Industry

The Customer agrees to implement, maintain, and demonstrate compliance with good practices in the chemical industry, including, without limitation:

- (i) the safe handling, storage, and transportation of chemical substances;
- (ii) the use, operation, and maintenance of equipment in accordance with applicable regulations;
- (iii) the proper labeling and marking of products;
- (iv) compliance with applicable environmental regulations for waste management; and
- (v) periodic training of its personnel.

Failure to comply with the obligations set forth in this section shall be considered a material breach and shall entitle CARBOQUÍMICA S.A.S. to immediately terminate the business relationship without any compensation being payable to the Customer, and without prejudice to its right to seek full compensation for any damages incurred.

The Customer agrees to indemnify and hold CARBOQUÍMICA S.A.S. harmless from and against any sanction, investigation, fine, claim, or administrative, judicial, or extrajudicial proceeding arising from the Customer's failure to comply with the obligations established herein.

20. General Regulatory Compliance and Indemnification

The Customer agrees to strictly comply with all applicable legal and regulatory provisions in the Republic of Colombia and, where applicable, in other jurisdictions, including, without limitation, commercial, environmental, safety, personal data protection, and financial crime prevention regulations.

The Customer shall be solely responsible for any violation, omission, or non-compliance arising from its actions and agrees to indemnify and hold CARBOQUÍMICA S.A.S. harmless from and against any sanction, fine, investigation, regulatory authority requirement, precautionary measure, environmental damage, economic loss, or reputational harm arising directly or indirectly from such non-compliance.

The indemnification obligation established in this section shall survive the termination of the business relationship between the parties, regardless of the reason for termination.

Paragraph – Scope of Indemnification: The indemnification obligations set forth in these Terms and Conditions shall apply exclusively to facts, acts, or omissions attributable to the Customer, its employees, contractors, or third parties under its direction or control and shall not, under any circumstances, apply to

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events arising from willful misconduct or gross negligence on the part of CARBOQUÍMICA S.A.S., provided that such events have been established by a final and binding judicial or arbitral decision.

21. International Jurisdiction and Language

If the sale is made to Customers domiciled outside Colombian territory, the parties agree that Spanish shall be the official language for the interpretation and performance of these Terms and Conditions.

Likewise, any dispute arising from the business relationship shall be resolved in accordance with the laws of the Republic of Colombia, unless the parties expressly agree in writing to a different governing law or jurisdiction.

22. Entire Agreement and Severability

If any provision of these Terms and Conditions is declared invalid, illegal, or unenforceable by a competent authority, such provision shall be deemed severable, and such circumstance shall not affect the validity, legality, or enforceability of the remaining provisions, which shall remain in full force and effect.

23. Comprehensive Indemnification and Complementary Nature

Without prejudice to the specific indemnification obligations set forth in these Terms and Conditions or in other applicable documents, the Customer assumes full responsibility for all consequences arising from its acts, omissions, or breaches, including after termination of the business relationship.

The Customer agrees to indemnify and hold harmless CARBOQUÍMICA S.A.S., as well as its directors, employees, representatives, and affiliates, from and against any claim, investigation, sanction, fine, precautionary measure, seizure, environmental damage, economic or reputational harm, and to bear all costs, expenses, and fees, whether judicial or extrajudicial, arising from such circumstances.

24. Intellectual Property

Copyrights and Trademarks: All intellectual property rights relating to trademarks, logos, trade names, designs, formulas, processes, technical bulletins, Safety Data Sheets, marketing materials, photographs, and any other content provided by CARBOQUÍMICA S.A.S. are its exclusive property or are used under an authorized license.

Prohibition of Use: The Customer may not use, reproduce, modify, distribute, or commercialize any intellectual property belonging to CARBOQUÍMICA S.A.S. without its prior express written authorization.

Confidential Information: Formulas, manufacturing processes, non-public technical specifications, and any sensitive commercial information shared during the business relationship shall be considered confidential and may not be disclosed to third parties.

Trade Secrets: The Customer acknowledges that CARBOQUÍMICA S.A.S. owns trade secrets protected under Andean Community Decision 486 of 2000 and agrees not to engage in reverse engineering, unauthorized analysis, or any other action intended to discover protected information.

25. CHANGE CONTROL

VERSIÓN	FECHA	DESCRIPCIÓN DEL CAMBIO
1	2023-03-31	Document Creation
2	2026-02-13	General review and update of the Terms and Conditions of Sale.

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