

General Conditions of Sale and Supply – SICK SpA

to April 21, 2020.

The General Terms and Conditions for Sale and Supply ("Terms") contained herein apply to all quotations made, purchase orders and invoices made or acknowledgments issued by SICK SpA (hereinafter referred to as "SICK") to the purchaser or lessor of goods pursuant to such documents (the "Buyer"), all taken together, including these terms and conditions, constituting the agreement between SICK and the Buyer (this "agreement"). These Terms will have priority over all purchase orders or other related documents in the case of contradictory situations between both. Some of the Terms may differ from those of the Buyer's purchase orders. SICK will not validate any sales conditions mentioned in any purchase order or other related documents that differ from the Terms mentioned herein. Any change in the Terms set forth in this document must specifically be approved in writing by SICK before becoming valid between SICK and the Buyer. All purchase orders and other related documents must be approved and accepted by SICK. These Terms will be applicable regardless of whether or not they are attached to any documentation (quotation; order confirmation; acknowledgement)?.

1. Definitions: "Goods" means any product, equipment and article related to those that SICK markets identified in the purchase order, invoice or quotation. "Services" means the services to be performed by SICK at the request of the Buyer, in each case as described in the purchase order or related documentation. "Buyer" shall mean the customer and purchaser listed on the reverse side hereof.

2. Acceptance - agreement: The Buyer's acceptance of the agreement is limited to Buyer's acceptance of the Terms contained in this document and which replace those that may be contained in purchase orders or other related documents from the Buyer. If the Buyer proposes additional or different conditions and / or terms, said proposal must be approved in writing by SICK and will constitute a counter-offer that will be only valid if SICK accepts the mentioned counter offer in writing. If SICK does not accept the Buyer's counter offer, the terms of this Agreement will prevail. The plans, samples, catalogs and other documentation provided to the Buyer prior to the formalization of the contract are the property of SICK, and must be returned immediately if required.

SICK reserves the right, once the offer has been issued and / or the order has been confirmed, to introduce technical modifications, provided that they correspond or are due to technical advances or provisions regarding safety or manufacturing processes, without prior approval of the Buyer and without the right for the Buyer to compensation, price reduction or termination of the contract. Deviations that may exist in the specifications of the final products delivered, in comparison with those contained in the offers, in the catalogs or in the cross-correspondence with the Buyer, will not give the Buyer the right to claim damages, reduction of the price or termination of the contract, as long as they comply with the order confirmations.

3. Prices: Prices for SICK products will be in accordance with the standard price list valid at the time the purchase order is accepted or that price that is expressly authorized by SICK in writing at the time the purchase order is placed. All prices are subject to adjustment due to changes in specifications, quantities, shipping arrangements or other terms and conditions that are not part of the original quote or standard price. SICK reserves the right to modify the prices of any order if the conditions of sale change. Software prices are for the use of non-exclusive, non-sub licensable licenses, in accordance with the General Terms and Conditions for the Supply of Software Products (AVB Software SICK; available under www.sick.com)

The prices listed in SICK's offers and order confirmations do not include value added tax. Nor do they include other taxes, packaging, freight and transport insurance, unless they express to include them. All the prices indicated in the offers (quotes) of SICK will be valid for 30 days from the date of issuance of the same. The prices specified in the order confirmation will be valid for the agreed term or failing that for a maximum of 30 days from the date of order confirmation. After these deadlines,

SICK may increase said prices in accordance with the increase that prices have experienced in the SICK price list and in accordance with the preceding paragraph.

4. Payment conditions: The following terms apply: If the payment method is not specified in the offer or order confirmation from SICK, the Buyer must proceed to pay the invoice prior to the delivery of the Goods. Standard merchandise: All payments for Goods and services are due within 30 days from the date of issuance of the invoice by SICK. Back ordered Goods may be invoiced separately. Sales Tax (VAT) will be billed to the Buyer in all cases.

Any amount owed by the Buyer, provided there is no dispute involved, must be settled and paid without reduction of any amount to SICK in the Terms described in this document, SICK also reserves the right at any time to demand full or partial payment in advance, or revoke any credit previously granted, at SICK's reasonable discretion. The financial condition of the Buyer does not limit any procedure that SICK decided to exercise against it, nor does it constitute a waiver of the exercise of any right or legal action.

An interest equivalent to the Maximum Conventional Interest Rate at 364 days + 2 points (monthly) will be charged to the customer in cases where debts exceed 5 days past due.

5. Loaned Goods: SICK can supply Goods for evaluation by the Buyer on loan, under the following terms and conditions:

A. Prior to shipment, SICK must have an authorized conditional Purchase Order for the Goods, in the event of purchase, loss or damage, clearly indicating that title to the Goods on loan remains with SICK and providing SICK the right to invoice for Goods not returned at the end of the agreed evaluation period.

B. All shipment costs of the Goods on loan will be paid by the Buyer.

C. All Goods in the Buyer's possession for evaluation and for which installation services are required; SICK will make and invoice the respective installation and training charge to the Buyer. It is the responsibility of the Buyer to maintain adequate protection over the borrowed Goods. The Buyer will immediately pay SICK the value of the Goods on loan in case of loss or damage of any kind to the Goods on loan.

D. Attachments for SICK borrowed Goods, which require installation services or special training must be notified to SICK in the same order, and will come with additional costs.

6. Delivery: All Goods will be delivered to the SICK address in Av. Antonio Varas 1871, Providencia, Santiago or another address previously accepted by SICK, which is specified in the purchase order. SICK will determine the best way to deliver the Goods. The delivery times indicated in the order confirmation are approximate, unless expressly agreed otherwise. Delivery times start counting from the date of the order confirmation.

Deliveries made late will not be considered delays for a justified reason or a reason not attributable to SICK, such as not providing SICK with the necessary information, force majeure, strikes or lockouts, accidents and other causes that cause total or partial suspension of work, lack of materials, etc. In all of these cases, the delay in delivery will not entitle the Buyer to claim damages, to terminate of the contract, to reduce the price or apply fines.

7. Shipping schedule: all shipping dates are tentative. In the absence of an agreed delivery and / or delivery program, SICK has a period of 30 days for the shipment and / or delivery thereof, choosing SICK at its discretion the date within the referred period. SICK will deliver the Goods according to the shipping instructions and terms described in these Terms.

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8. Services: The assembly and commissioning will be in any case responsibility of the Buyer, unless otherwise agreed. If agreed otherwise, the assembly and commissioning will be carried out under the following conditions:

- The Buyer will be responsible for all necessary civil works, as well as the supply of water, energy and any other necessary materials and utensils for assembly and commissioning.
- Said assembly and commissioning will be carried out when the situation of the works guarantees that it can be carried out without obstruction. The Buyer is obliged to provide the SICK assembly staff with the necessary means to carry out their work, such as appropriate premises, lighting, energy, etc. The Buyer also guarantees compliance with the legal provisions in force regarding occupational safety and health. The Buyer assumes all risks, including labor risks, and is obliged to contract the corresponding civil liability insurance, as well as having all the necessary permits.

9. Delivery of Ex Works products: Transportation, insurance, customs and packaging costs are borne by the Buyer. If the Buyer does not give specific instructions, SICK will choose the means of transport that suits him without assuming the risks derived from it. The Buyer shall inspect all Goods received from SICK immediately on delivery by the Buyer's agent to ensure the Goods are complete and free from defects. Damage, defects or incorrect or incomplete deliveries as well as any deviation from the delivery note or invoice must be reported to in writing SICK within 48 hours of receipt of the Goods. Damage sustained during transport is at the risk of the Buyer. If SICK is not advised of such damage, defect or error within such time, delivery will be deemed to have been accepted by Buyer. If a defect in the Goods supplied is SICK's responsibility and exists at the time of transfer of risk, SICK shall within a commercially reasonable period of time, at its exclusive option, either (i) repair the defect; or (ii) promptly make a replacement good or part available.

10. Warranty & liability: The liability of SICK for damages arising out of or in connection with the agreement and its performance that have been caused by SICK, its officers, employees, sub-suppliers, vicarious agents or other associates and any obligation to indemnify the other Party, regardless of the legal cause, is limited to the order (aggregate liability cap). In no event shall SICK be liable for indirect or consequential damages (including but not limited to reliance damages, loss of profits, production downtime, loss of production, loss of goodwill as well as special and punitive damages).

The paragraph above does not apply to claims under mandatory product liability law, to damage resulting from intent, gross negligence, and to personal injury.

Insofar as the liability of SICK is excluded or limited, such limitation or exclusion shall also apply to the liability of SICK's officers, employees, agents, representatives, vicarious agents and other associates, and to the liability of affiliated companies, suppliers and licensors.

a) Warranty for purchased items: With the exception of lamps, fuses, relays and other consumable components, SICK products are warranted to be free of manufacturing or material defects for a period of one (1) year from the date of shipment. Any product purchased from SICK that has manufacturing or material defects for a period of one (1) year will be repaired or replaced at the discretion of SICK at SICK's facilities. Claims by the Buyer regarding any alleged defect in the merchandise will be thoroughly evaluated within a period of one (1) year after the shipment of the merchandise. SICK may replace the affected Goods or repair the defect. Products must not be returned without the consent of SICK and without a valid return authorization number provided by SICK staff. The warranty expressly set forth in this section is the one that SICK offers as the sole warranty with respect to the purchase of Goods and services. SICK makes no other warranty of any kind, express or implied; and all marketing and adaptability warranties for a specific purpose that exceed the aforementioned obligation will be denied by

SICK and excluded from the agreement. In no case will SICK be liable for damages, including but not limited to consequential damages, losses or loss of profits of any kind.

b) Warranty for the services provided: Maintenance services will be warranted for thirty (30) calendar days from the date the field service was executed and will apply to the activities carried out in the maintenance and explained in the technical offer. Maintenance spare parts have no warranty because they are fungible products. SICK warranties for 30 consecutive days the services provided, as long as there is no third party intervention.

11. Retention of Title: Buyer agrees and warrants to SICK that any Goods purchased pursuant to this Agreement remain the property of SICK until all charges for such Goods have been paid in full. For as long as this retention of title exists, the Buyer agrees not to sell, pawn, rent, loan, consign or otherwise dispose of or encumber the Goods supplied and further agrees to identify the Goods supplied as SICK property. Notwithstanding such retention of title, the risk of damage and destruction to the Goods until title passes to the Buyer shall be the responsibility of the Buyer. The Buyer shall, for as long as the retention of title exists, insure the Goods supplied against all risks and pay to SICK all proceeds from such insurance for any balance owing. Should the Buyer breach this Agreement or fail to pay the amounts to SICK when due, Buyer loses its right to acquire ownership and shall return the Goods to SICK at once. Upon default in payment for the Goods, SICK shall be entitled to enter upon the premises where the Goods are located and to take possession of them at the cost and expense of the Buyer. Upon taking possession, SICK shall be entitled to sell the Goods upon two weeks' written notice to Buyer on the open market at a reasonable price, on behalf of and for the account of the Buyer, or in SICK's own name. Should the proceeds be insufficient to fulfill SICK's claim, the Buyer shall remain indebted for the outstanding amount together with any costs associated with enforcement and sale of this provision. SICK shall deliver any excess proceeds from such sale to the Buyer after all debts, including costs and expenses have been applied.

12. Software: With respect to any SICK software acquired in accordance with the SICK SpA terms of sales and service of the software itself, in addition to those contained herein, the SICK General Terms and Conditions for the Supply of Software Products (AVB Software SICK) (available under www.sick.com), the terms of which are incorporated herein only as reference, shall apply.

SICK shall grant to the Buyer a non-exclusive, not sub-licensable right to use the supplied software and documentation. This right of use shall be unlimited in time and transferrable only in combination with the contract product. This right of use shall apply only to the contractual use. The Buyer is not entitled to modify, reverse engineer, translate the software or separate any parts thereof. Insofar as the software provided to the Buyer is subject to third-party rights, SICK will not grant to the Buyer any rights of use exceeding those granted to SICK by the third party.

13. Performance: When there is reference to figures of the productivity of a system, it will always be understood that these are estimates. These estimates are determined based on field data and data available to SICK at a certain time and circumstances and are not guaranteed by SICK in any way, since they are subject to the internal processes of the Buyer, or other factors beyond the control of SICK. Alterations, additions, changes, misuse or care of the Goods by the Buyer will void the previous declaration of warranty provisions. The request for services after the purchase of the Goods, if so desired by the Buyer after the warranty, may be available in accordance with the maintenance service plans that SICK can provide under each particular circumstance.

14. Acceptance of:

a) Goods or products: It is considered that the Buyer will accept the products if, within a maximum period of 2 weeks of delivery of the Goods,

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there is no written communication from the Buyer to SICK stating any problem in detail. Otherwise, the Goods and services cannot be rejected under any term.

b) Acceptance of Services: SICK will issue a service registry at the end of the execution of the work, which must be signed by the Buyer, or whoever represents it, as a sign of acceptance. The Buyer can communicate repairs or observations to work within 5 business days following the execution of service. After this period, it will be deemed irrevocably accepted and billing will proceed.

14. GENERAL COMPENSATION: IN THE MEASURE PERMITTED BY LAW, THE PURCHASER AGREES TO INDEMNIFY, DEFEND, PROTECT, RELEASE AND FREE FROM ANY RESPONSIBILITY TO SICK OF ANY KIND OF CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, RESPONSIBILITIES OF ALL KINDS, INCLUDING ALL LITIGATION EXPENSES, ATTORNEY COSTS AND TRIALS, FOR INJURY OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION, THE CLAIMS FOR CONTAMINATION AND ENVIRONMENTAL DAMAGE) CRIMINALS OR SANCTIONS, SUBMITTED AGAINST SICK OR IN FAVOR OF A THIRD PARTY.

13. INDUSTRIAL SAFETY: The Buyer agrees to obtain written permission from SICK before removing, disabling or modifying safety equipment and not damaging the products. The Buyer agrees not to operate SICK products with defective or malfunctioning safety equipment.

14. Data and property rights in data: SICK normally supplies all the information necessary for the correct installation, testing, operation and maintenance of its products. The Buyer undertakes to maintain the confidentiality of the data and will be responsible for all losses or damages caused to SICK as a result of improper or unauthorized use of this data. SICK retains for itself all property rights in all design, detail engineering and other data relating to property and all discoveries, inventions, patent rights, and other intellectual property rights derived from work performed in connection with the agreement and any of the assets that were developed as a result thereof.

The Buyer's data will be incorporated into the SICK databases with the purpose of issuing this budget, follow-up during the period of its validity and / or comply with the commercial relationship, as well as to keep the Buyer informed, by any means, including electronic, of our products and services.

15. Information - confidentiality - Advertising: All commercial, financial, technical information in any way that SICK provides to the Buyer, or that enters into the possession of the Buyer, will be considered as proprietary and of a confidential nature. The Buyer cannot disclose such information to third parties or use such information without the prior written consent of SICK, which SICK can accept or reject according to its best judgment. The restrictions in this paragraph shall also apply to drawings, specifications, or other documents and data prepared in connection with this agreement.

16. Cancellation: Orders once accepted by SICK cannot be canceled, deferred, or returned except with the consent of SICK and under the terms (including payment of a cancellation fee) that SICK determines later, including loss of benefits in any part of the order that is canceled, deferred or the Goods returned. When a return of the merchandise is authorized by SICK and a return authorization number has been provided, the shipping and export and import costs in customs of said returned Goods must be paid by the Buyer upon notice and shipment of the invoice respectively.

SICK will have the right to suspend or cancel this agreement to the Buyer at any time, to transfer rights to creditors or to declare bankruptcy or insolvency, in accordance with the provisions of any applicable bankruptcy or insolvency law.

The minimum cancellation fees will be calculated as follows:

Standard merchandise: Cancellation within 30 days of the requested shipping date - charges will be 15% of the purchase price.

Cancellation greater **than 30 days** from the requested shipping date - cancellation fees may vary and will be communicated in writing, but in no case will they be less than 15% of the purchase price.

Goods manufactured on design, services: Cancellation charges will be charged in accordance with the actual expenses incurred until the time of cancellation.

17. SOFTWARE Updates: Software updates may be available. With respect to any SICK software purchased, the purchase terms, in addition to those contained herein, will be found in the General Terms and Conditions for Software (AVB Software SICK), the terms of which are incorporated herein by reference.

18. Interest on late payment: The simple delay and / or delay in the full and timely payment of the invoice(s) issued by SICK, will entitle SICK to demand without further processing the total payment of the debt or the balance to that has been reduced, considering in such event the obligation as of expired term, being able to charge from the simple delay and / or default and up to the effective payment, the Maximum Conventional Interest Rate that the law allows to stipulate for credit operations of money in national currency not resettable.

19. Product substitutions and modifications: To meet customer requirements, SICK may modify the specifications of products and systems designed by SICK and / or substantially replace the Goods provided, provided that these substitutions do not adversely affect the performance of these products and systems.

20. Force majeure: Delay of force majeure shall mean any delay caused that in an enunciatively manner, but not limited to: government action or failure to apply a law by the government; war or acts of public enemies, serious health hazards such as epidemics, strike or other work problems; fires; floods; severe disturbances or other causes beyond the reasonable control of the affected party, provided that such delay is not due, in whole or in part, to the acts or omissions of that affected party. If any of these causes of delays results in a delay of the date proposed by SICK, this will be extended for a period of time reasonably necessary to overcome the effect of such delay; however, SICK will take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay.

The Buyer may request to delay the delivery or acceptance of the products or services due to acts of force majeure or other causes beyond their control. SICK must stop sending such products or services to the Buyer's address and will deliver when the cause affecting the delay has disappeared. The Buyer will be responsible for the reasonable additional expenses that the delay of the products or services under this agreement could cause.

21. Entire Agreement: This agreement and any document referred to herein constitute the entire agreement between the parties and supersedes all previous proposals, negotiations and counter-proposals. The parties intend to consider this agreement as a final expression of their contract and a complete and exclusive statement of their terms and conditions. No course of prior relations between the parties will be relevant to complement or explain any term of this agreement.

22. Assignment: The Buyer will not delegate any of the duties or assign their obligations to third parties without prior consent of SICK and any attempt to delegate or re-assign it will be void.

23. Compliance with the laws: The Buyer will carry out the transaction contemplated in this document and otherwise must deal with the Goods

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purchased in accordance with the laws, rules and regulations of all government authorities, and must obtain all permits and licenses necessary with respect to the purchase, installation, shipment or use of any of the Goods.

24. Export Orders: If an order requires that Goods or services be exported, said order will not be binding until all required approvals are obtained, and SICK is not responsible for delays caused by export controls (even if SICK has confirmed the order). The Buyer must provide all information required by SICK to obtain approvals. Such orders may be subject to additional taxes, which will be the responsibility of the Buyer.

The Customer undertakes to comply with all applicable export and foreign trade regulations, in particular but not limited to those of their respective national law and of German law, the law of the European Union, and the law of the United States of America. All business transactions are entered into subject to the proviso that each business transaction is permitted, in terms of its content and the natural persons and entities directly or indirectly involved in it by all of the aforementioned regulations. The Customer shall, upon the request of SICK, provide without delay to SICK all documents deemed by SICK to be useful or necessary for obtaining licenses from authorities or for the export control checks of SICK. This includes but is not limited to information about the end user, the end use and the intended purpose. Where business transactions are subject to licensing, the Customer shall refrain from entering into binding delivery commitments. Furthermore, the Customer undertakes to comply with the internal export control regulations of SICK. In particular, the Customer agrees not to use, offer for sale or sell for use in weapons and/or weapons systems any SICK items (Goods, software and technology) or merchandise made available by SICK. If the Customer violates any of the obligations in this section and/or if a business transaction is prohibited in whole or in part, SICK may withdraw from the contract or may terminate the contract for good cause without observing any notice period. Where business transactions are subject to licensing, SICK may also delay the delivery until an export license has been obtained. In such cases SICK shall not be liable for delayed performance or non-performance. Claims of SICK arising out of violations of obligations by the Customer remain unaffected.

25. Applicable law and venue: This contract will be governed and interpreted in accordance with the legislation of the Republic of Chile.

For the purposes of this contract, the parties set their domicile in the city of Santiago and any difficulty that arises will be resolved before their civil courts in Santiago.

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- The values showed in the quotes are understood net (without VAT), valid for 30 days, unless indicated or agreements. Products and / or services outside Chile are quoted in US dollars or Euro.
- The amount of the invoice will be transferred / paid without withholding. SICK services do not include the withdrawal of checks or the like.
- The maximum term of payment of any invoice will be 30 days, except for different conditions previously accepted by SICK.
- The condition for purchase orders for Goods and services outside of Chile, are prepaid in US dollars with deposit in SICK SpA Current Account, except agreements or contracts.
- The quotation is understood as integral, in terms of quantities, values and conditions.

Conditions for the supply of Products

- Product quotes do not include services (installation, configuration, commissioning, etc.).
- Upon agreement, discontinued Goods may be replaced by successor product.

- Products in stock have delivery in 12 labors hours in SICK offices. For different Regions, it is subject to transportation times.
- All Goods will be delivered to the SICK address in Av. Antonio Varas 1871, Providencia, Santiago or another address previously accepted by SICK, which is specified in the purchase order. In the event that the customer requires clearance, transportation costs and cargo insurance are borne by the customer and must be established in the purchase order.
- Cancellations of purchase orders are only accepted if the products are standard and have not been shipped from the factory.
- Purchase orders of special import equipment will require a minimum payment of 30% of the order, without the right to reimbursement of the value paid in case of cancellation of the purchase order. This condition is subject to approval / renewal of credit for the balance.
- Misuse in electro-mechanical assembly or environmental conditions may void the warranty set forth in No. 10.

Conditions for the provision of Services

- Service quotes do not include products or spare parts.
- The days of dedication include travel time and its costs, accreditation and technical services, with 8 hours per day, in normal working hours from Monday to Friday.
- Work on holidays or at times outside the normal day, will be billed with the corresponding surcharges, must be requested in writing by the Buyer, and will be billed.
- Services must be coordinated between both parties, subject to the availability of personnel, equipment and components.
- On the agreed dates, the Buyer must facilitate access to the plant, the equipment or other resources to perform the services, with delays not being the responsibility of SICK in case they are a result of problems of entering the plant.
- Additional costs such as personal or civil insurance, non-standard security implements, etc., will be borne by the customer and will be quoted and billed.