



Manual for the Acquisition of Goods and services



ODINSA

Empresa de concesiones del



GRUPO ARGOS

SUGGESTED DOCUMENT TITLE:

CONTRACTING MANUAL

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INTRODUCTION

This Manual contains the guidelines applicable to the procurement process for goods and services.

The provisions contained herein are complementary to the Supplier Code of Conduct (under development), the Code of Good Governance, and other actions defined by the company to promote sustainability.

The procurement process for goods and services is a self-managed process led by each contracting department; therefore, the contract manager must comply with the provisions of this Manual.

2. SCOPE

The Procurement Manual will apply to all procurement processes for goods and services carried out with suppliers.

It covers the negotiation and procurement of Core Category goods and services contracted by ODINSA S.A. The procurement of Cross Category goods and services is supported by SUMMA.

For the purposes of this Manual, the term "Suppliers" will be understood generically, including those who provide services or supply goods for ODINSA S.A.

Section 3. DEFINITIONS (missing)

PART II: CONTRACTING PROCEDURE

Section 1. QUOTATION (missing)

2. SUPPLIER SELECTION

To ensure the selection of a comparable supplier, the Contracting Department will complete Form CC-002 Supplier Selection.

It must analyze and rate the proposals, and issue its approval based on the technical and commercial terms.

Sections missing:

3. SUPPLIER CREATION

3.1 Due Diligence

4. PURCHASE REQUEST

4.1 Fixed Assets

4.2 Urgent Purchase

4.3 Special Purchases

4.4 Categorization

5. APPROVAL OF THE PURCHASE REQUEST

6. CONTRACTUAL DOCUMENT

Section overview missing

6.1 Minimum Contract Content

In business relationships with the value chain, the provisions of the Supplier Code of Conduct, as well as the Business Code of Conduct, published on the website, will be observed.

The following will be established for all contracts signed:

Missing: bullets on:

contract termination

confidentiality

- Risk Management:
 - Clause regarding management of the risk of fraud, bribery, and corruption.
 - Clause regarding management of the risk of money laundering and terrorist financing.
- Sustainability Clause. The following clause must be included in all contracts that bind ODINSA S.A., in order to comply with the Company's Sustainability and other related standards.
 - Sustainability Clause: During contract performance, THE SUPPLIER OR CONTRACTOR must comply with ODINSA's Sustainability Guidelines, respect the International Bill of Human Rights, the Principles of the International Labor Organization, and national environmental regulations. Paragraph One: Failure by THE SUPPLIER OR CONTRACTOR to comply with the principles set forth herein will be considered a serious breach of this contract.
- Protection of data and personal information

Missing bullet on dispute resolution

- Audit Clause. All contracts and other legal documents that bind ODINSA S.A. must establish the possibility of conducting audits in order to verify the protection of all the rights that are intended to be protected through the implementation of this Manual, under the following terms:

- Audit Clause: The Supplier declares its respect for the Law, decent and safe work, good relations with communities and stakeholders, human rights, and environmental protection, for which reason it will allow ODINSA S.A. to conduct audits at any time, directly or through third parties, in order to verify the Supplier's compliance with the Law and its business obligations. Among other aspects, ODINSA may verify the Supplier's compliance with: - Labor laws, including those related to social security, industrial safety, and occupational health; the health, pension, and occupational risk regimes. - Tax, customs, and foreign exchange laws. - Environmental protection laws. - Good sustainability practices. - Intellectual property and copyright laws. - Information security policies and regulations applicable to this contract. - Personal data protection regulations.

Reviews by auditors authorized by ODINSA S.A. may be conducted at the Supplier's offices and/or at the site where the contract is performed, during business hours. The audit may be accompanied by an employee of the Supplier, who will provide the Supplier his or her best assistance to carry out the entrusted task. If a visit is not required, ODINSA S.A. may request the information required for its evaluation in writing.

6.1.1. Labor Aspects:

Suppliers who enter into contracts or legal transactions with the Company and who employ personnel for this purpose shall observe the provisions established in the Supplier Code of Conduct, the Code of Business Conduct, as well as the Odinsa Code of Good Governance, and other labor and Industrial Safety and Occupational Health regulations provided for by law, as well as any other guidelines or policies defined by the Company regarding labor, Industrial Safety, and Occupational Health. In this regard, it is the Supplier's obligation to:

- Comply, from the signing of the employment contract, with the affiliation of its employees to the comprehensive social security system, and also verify that the companies it subcontracts comply with these obligations.
- The Contracting Party may require the Supplier, at any time, to provide proof of its employees' affiliation and payment of its employees' contributions to the Comprehensive Social Security System. Failure to submit such proof will constitute just cause for the Contracting Party to terminate the contract. The Supplier must comply with the provisions of the OSH Manual for Contractors established by ODINSA S.A.

6.1.2. Environmental Aspects:

Suppliers must comply with applicable environmental law, as well as with the Sustainability Policy, the Environmental Policy, and the Code of Conduct for Suppliers (under development) on environmental matters established by ODINSA S.A. They must comply with the requirements established in the environmental license, the Environmental Management Plan, and/or the Environmental Protocols of the facility or project where they provide their services, as well as any other guidelines or policies defined by the Company regarding environmental and sustainability matters.

As such:

- The Supplier must comply with applicable regulations for environmental protection.
- Process and maintain in force any applicable environmental permits or authorizations.
- Monitor environmental aspects and impacts generated in the performance of their activities.
- Immediately inform the Contract Administrator of any unforeseen environmental situation or environmental contingency, so that it can be properly managed.
- When, in performance of its work, the Supplier causes pollution or environmental damage, the Supplier will be operationally, legally, and financially responsible for any damages incurred.
- The Contracting Area will ensure that Suppliers are aware of the requirements or commitments of the environmental license, the Environmental Management Plan, and/or the Environmental Protocols of the facility or project, such as: (i) Environmental Policy and other voluntary commitments; (ii) Legal requirements; (iii) Environmental Impacts associated with the operation or project; (iv) Environmental Management Programs and operational controls; and (v) Environmental emergency response measures. Any questions raised by Suppliers and Contract Supervisors regarding environmental matters must be discussed with the person responsible for Environmental Management.

Missing sections:

6.2 Contract Supervision

6.3 Contract Amendments

6.4 Service Level Agreements (SLA)

6.5 Insurance Policies

6.6 Archiving and Custody

7. RECEIPT AND BILLING

7.1 Receipt of the good or service

7.2 Invoicing

7.3 Payment Policy

8. EVALUATION OF THE PROVISION OF GOODS OR SERVICES

Once the contractual term has concluded, the Contracting Department will evaluate the Suppliers' performance in compliance with established standards. This will be recorded in the Supplier Rating Form: Supplier Evaluation Form.

This form must be attached to the Contract module as an annex, as well as to the Supplier Module of the respective Supplier in Dynamics AX.

Missing: PART III