

## PURCHASE ORDER TERMS AND CONDITIONS

Liberty Latin America is a company which provides telecommunications services through its operating companies in Puerto Rico, Chile, the Caribbean and Latin America. These terms and conditions apply to the following companies and any other Affiliate which belongs to the Liberty Latin America group of companies. The list of companies is not meant to be exhaustive and may be updated from time to time. If your Contracting Affiliate (as defined below) is not listed, please reach out to your local Procurement office.

Cable and Wireless (Anguilla) Limited  
Telecom House  
PO Box 77, The Valley, Anguilla

Cable & Wireless Dominica Limited  
PO Box 6  
Roseau, Commonwealth of Dominica

Cable & Wireless Antigua and Barbuda Limited  
PO Box 1516  
Clare Hall, St John's, Antigua

Cable & Wireless Grenada Limited  
PO Box 119, The Carenage  
St George's, Grenada

Cable & Wireless (Barbados) Limited  
Windsor Lodge Government Hill  
St. Michael, Barbados

Cable & Wireless Jamaica Limited  
2 - 6 Carlton Crescent  
PO Box 21, Kingston 10, Jamaica

Cable and Wireless (BVI) Limited  
PO Box 440, Road Town,  
Tortola, British Virgin Islands, VG1110

Cable and Wireless (West Indies) Limited  
PO Box 219  
Sweeney's, Montserrat

Cable and Wireless (Cayman Islands) Limited  
PO Box 293  
One Technology Square, Eastern Avenue  
Grand Cayman, KY1-1105 Cayman Islands

Liberty Cablevision of Puerto Rico LLC  
279 Ponce de Leon Ave  
San Juan, Puerto Rico 00918-1485

Cabletica SA  
Sabana Oeste, Frente Estadio  
Nacional, San José, Costa Rica 10101

Cable & Wireless St. Kitts & Nevis Limited  
PO Box 86, Cayon Street  
Basseterre, St. Kitts

VTR Globalcom S.A.  
Av. Apoquindo No 4800  
Chile

Cable & Wireless (St. Lucia) Limited  
Corinth  
Gros Islet, St. Lucia

CWI Caribbean Ltd  
Windsor Lodge, Government Hill  
St Michael, Barbados

Chile C&W Networks Chile SpA  
Avenida Isidora Goyenechea 2800,  
Piso 43 Las Condes, Santiago de Chile

Columbus Networks de Colombia, Limitada  
Av. Cra. 45 No. 108-27 Torre 3, Piso 9,  
Bogotá, Colombia

Columbus Networks Zona Franca, Limitada  
Av. Cra. 45 No. 108-27 Torre 3, Piso 9,  
Bogotá Colombia

Lazus Colombia S.A.S.  
Carrera 24 No. 1A-24, Edificio BC  
Empresarial, Piso 12 Puerto Colombia,  
Atlántico, Colombia, Barranquilla

Columbus Networks El Salvador S.A. de C.V.  
Edificio Avante local 4-09 Urb. Madre Selva,  
Antiguo Cuscatlán  
La Libertad, El Salvador

Columbus Networks de Guatemala,  
Limitada Avenida La Reforma 9-55, Zona 10,  
Edificio Reforma 10, Nivel 5, Oficina 510,  
Guatemala, Guatemala

Columbus Networks de Honduras S. de R.L.  
Condominio Metrópolis, Torre No. 1 Cuarto  
Piso, Bulevar Suyapa, Tegucigalpa,  
Honduras

Columbus Networks de México S.R.L.  
Paseo de los Tamarindos #150-PB Bosques  
de las Lomas México, D.F 05120 México

Columbus Networks Nicaragua y Compañía  
Limitada  
Residencial Los Robles, Plaza El Sol, 2c. sur,  
1c. este, 1c. norte y 1c. este. Casa No. 82,  
Managua, Nicaragua

Columbus Networks de Panamá S. de R.L.  
Costa del Este, Edificio Capital Plaza Piso 11,  
oficina 1102 Panamá, Rep. de Panamá

Columbus Networks Marítima de Panamá S.  
de R.L.  
Costa del Este, Edificio Capital Plaza Piso 11,  
oficina 1102 Panamá, Rep. de Panamá

Columbus Networks Centroamérica S. de  
R.L.  
Costa del Este, Edificio Capital Plaza Piso 11,  
oficina 1102 Panamá, Rep. de Panamá

Telecomunicaciones Corporativas  
Panameñas S.A.  
Costa del Este, Edificio Capital Plaza Piso 11,  
oficina 1102 Panamá, Rep. de Panamá

Lazus Perú S.A.C.  
Av. Jorge Basadre 310, Of. 802, San Isidro.  
Lima, Perú

Columbus Networks Puerto Rico, Inc.  
Liberty Tower 279 Ave Ponce de León Esq.  
Ave. Roosevelt San Juan, PR 00918

Columbus Networks Venezuela S.A.  
Centro Lido, Av. Fco. de Miranda El Rosal.  
Caracas, Venezuela

Columbus Networks USA, Inc  
15950 West Dixie Highway North Miami  
Beach, Florida 33162

A.Sur Net, Inc.  
15950 West Dixie Highway North Miami  
Beach, Florida 33162

Columbus Networks Telecommunications  
Services USA, Inc.  
15950 West Dixie Highway North Miami  
Beach, Florida 33162

ARCOS-1 USA, Inc.  
15950 West Dixie Highway North Miami  
Beach, Florida 33162

Columbus Networks USA (2015), Inc.  
15950 West Dixie Highway North Miami  
Beach, Florida 33162

Skyonline Maya-1, LLC  
15950 West Dixie Highway  
North Miami Beach, Florida 33162

Cable and Wireless St. Vincent and the  
Grenadines Limited  
Halifax Street  
Kingstown, St. Vincent & the Grenadines

Cable and Wireless (TCI) Limited  
PO Box 78, Leeward Highway  
Providenciales, Turks and Caicos Islands

Bahamas Telecommunications Company  
Limited  
PO Box N3048  
John F. Kennedy Drive  
Nassau, New Providence, The Bahamas

Columbus Communications Trinidad Limited  
Fifth Floor, Newtown Centre, 30-36 Maraval  
Road, Newtown, Port of Spain  
Trinidad

Kelcom International (Antigua and Barbuda)  
Limited  
PO Box W1624  
Long Street, Antigua

Columbus Communications St. Vincent and  
the Grenadines Limited  
Lower Bay Street Kingstown, St. Vincent and  
the Grenadines

Columbus Communications (St. Lucia)  
Limited  
Providence Building, 1st Floor  
Rodney Bay, St. Lucia

Columbus Communications Curacao NV  
Kaya Angel J. Leanz 26  
Willemstad, Curaçao

Columbus Telecommunications (Barbados)  
Limited  
6th Floor, CGI Tower  
Warrens, St Michael, Barbados, BB12001

Columbus Communications (Grenada)  
Limited  
Grenville Street, P.O. Box 725  
St. George, Grenada, W.I.

Columbus Communications Jamaica Limited  
Courtleigh Centre Building  
6-8 St. Lucia Ave., Kingston 5, Jamaica

Cable & Wireless Panamá S.A.  
Vía España,  
Ed. Condominio Plaza Internacional,  
Torre B, Ciudad de Panamá,  
Ciudad de Panamá, Panama

Columbus Networks de Costa Rica S.R.L.  
Edificio Meridiano 6to Piso San Rafael  
Escazú, San José, Costa Rica

Columbus Networks Wholesale de Costa  
Rica S.A.  
Edificio Meridiano 6to Piso San Rafael  
Escazú, San José, Costa Rica. 2 072318

Columbus Networks Dominicana, S.A.  
Av. Gustavo Mejía Ricart, Esquina Abraham  
Lincoln, Corporativo 2010, Piso 11 Suite  
1101, Piantini, Santo Domingo, República  
Dominicana

ColumbusNetworks de Ecuador S.A.  
Av. Republica de El Salvador N36-140  
Edif. Mansión Blanca  
Casilla Postal, 170505  
Quito, Ecuador

Liberty Mobile Puerto Rico Inc.  
279 Ponce de Leon Ave  
San Juan, Puerto Rico 00918

Liberty Communications of Puerto Rico LLC  
279 Ponce de Leon Ave  
San Juan, Puerto Rico 00918

United Telecommunications Services N.V.  
Berg Arrarat 1  
Willemstad  
Curaçao

Antelecom N.V.  
Berg Arrarat 1  
Willemstad  
Curaçao

United Telecommunications Services  
Bonaire – branch  
Kaya Grandi 32  
Kralendijk  
Bonaire

International Data Gateway N.V.  
Berg Arrarat 1  
Willemstad  
Curaçao

United Telecommunications Services  
Eastern Caribbean N.V.  
Codville Webster Road 2  
Philipsburg  
Sint Maarten

Fiberco N.V.  
Berg Arrarat 1  
Willemstad  
Curaçao

United Telecommunications Services Sint  
Maarten N.V.  
Codville Webster Road 2  
Philipsburg  
Sint Maarten

Windward Islands Cellular Company N.V.  
Mathew Levenstone Street # 6  
The Bottom  
Saba  
Dutch Caribbean

Network Technology Group N.V.  
Brooks Towers Harbour View 0 Suite 5  
Philipsburg  
Sint Maarten

Radcomm Corporation N.V.  
Codville Webster Road 2  
Philipsburg  
Sint Maarten

T.V. Distribution Services N.V.  
Santa Rosaweg 89  
Willemstad  
Curaçao

Network Technology Group S.A.R.L.  
24, Rue de la République  
Marigot 97150  
Saint Martin

UTS Caraibe FWI S.A.R.L.  
24, Rue de la République  
Marigot 97150  
Saint Martin

## GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS In these conditions: "Affiliate" means with respect to any entity, any other entity controlling, controlled by or under common Control with such entity. "Commercial Invoice" means a formal document used to transfer title of Goods and/or Services from Supplier to Buyer. "Conditions" means the standard terms and conditions of purchase set out in this document and includes any special terms and conditions agreed in writing between Contracting Affiliate and the Supplier. "Contract" means the contract for the sale and purchase of the Goods and/or Services formed by the Supplier's acceptance of the Order which, however made or communicated, shall be deemed made subject to these Conditions unless otherwise expressly agreed in writing between the parties. "Contracting Affiliate" means the Affiliate noted on the Order, which shall be any of the companies listed above or any other which belongs to the Liberty Latin America group of companies, and its successors and assigns. "Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares, control of the board of directors by contract or otherwise and "Controls" and "Controlled" shall be interpreted accordingly. "Delivery Address" means the address for delivery stated on the Order. "Delivery Note" means a document accompanying the delivery of goods or services that defines the Order the delivery is made against, lists the description, and quantity of the

goods or services delivered, and to whom. A copy of the delivery note, signed by the buyer or consignee, is returned to the seller or consignor as a proof of delivery. "Goods" means all those goods and materials described in the Order. "Liberty Latin America" means Liberty Latin America Ltd. and its successors and assigns. "Order" means Contracting Affiliate's purchase order for the supply of the Goods and/or supply of Services. "Price" means the total price of the Goods and/or Services. "Services" means the services described in the Order. "SOW" means the Statement of Work which shall include the scope of works, pricing and other information relating to the Goods and/or Services and which may form part of a Supplementary Contract. "Specification" means the plans, drawings, data and other technical information relating to the Goods and/or Services. "Standards" means the safety and technical standards of the Goods and/or Services referred to in the Specification. "Supplementary Contract" means a written agreement between Contracting Affiliate and the Supplier used to replace the Conditions set out in this document and/or enhance the specifications of the Goods and/or Services described in the Order. "Supplier" means the person, firm or company to whom the Order is addressed. "Writing" includes telex, cable, facsimile transmission, electronic mail and comparable means of communication. "Working Day" means any day other than Saturday, Sunday, or any public holiday in the jurisdiction of incorporation of Contracting Affiliate or of the Supplier.

2. BASIS OF PURCHASE OR ENGAGEMENT (a) The Order constitutes an offer by Contracting

Affiliate to purchase the Goods and/or acquire the Services subject to these Conditions. The Order shall constitute the only authorised form of offer on the part of Contracting Affiliate and, unless otherwise stated herein, any written or verbal communication by other means from Contracting Affiliate shall not constitute any form of offer or commitment on the part of Contracting Affiliate, save and except where the Supplier and Contracting Affiliate enter into a Supplementary Contract and/or SOW. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to Contracting Affiliate or subject to which the Order is accepted or purported to be accepted by the Supplier. (b) The Order will be considered accepted when such acceptance is received in writing from the Supplier or after five (5) working days following the date of issue to the Supplier, whichever is earlier. (c) Notwithstanding the foregoing, the Order may substitute for these Conditions one or more Supplementary Contracts explicitly referred to in the Order document.

3. INSPECTION AND TESTING OF GOODS PRIOR TO DELIVERY (a) Contracting Affiliate shall be entitled to:- (i) inspect and test the Goods during their manufacture, processing or storage at any reasonable time at the Supplier's works or at the premises of subcontractors and the Supplier shall afford to Contracting Affiliate all such facilities as may be reasonably required by Contracting Affiliate; and (ii) require one or more samples to be submitted for inspection and testing prior to dispatch of the Goods. (b) Such inspection and testing shall not constitute acceptance by Contracting Affiliate and does not relieve the Supplier or any subcontractor of any responsibility under the Order, whether implied or expressed. (c) In the event that any of the Goods fail inspection and/or testing, Contracting Affiliate reserves the right to charge the Supplier any costs incurred by Contracting Affiliate for

subsequent re-inspection and/or testing including, without limitation, in respect of travel and accommodation.

#### 4. DELIVERY OF GOODS/PROVISION OF SERVICES

(a) The Supplier shall deliver the Goods to and the Services shall be performed at the Delivery Address during normal working hours unless specified otherwise in the Order. In the event that the Supplier delivers the Goods to the wrong address or performs the Service at the wrong address, Contracting Affiliate reserves the right to refuse to accept delivery at that address and/or to charge the Supplier for the costs of subsequent transfer. Contracting Affiliate shall not be liable for the safe custody or safe return of Goods delivered after the agreed delivery date or to any location other than that specified on the Order. (b) The Supplier shall deliver the Goods and/or perform the Services during the delivery or performance period or on the delivery date stated on the Order. Time stipulated for delivery of the Goods or performance of the Services shall be of the essence. (c) Without prejudice to 4 (g), in the event of delivery being delayed by any cause beyond the reasonable control of the Supplier, provided that the Supplier shall give Contracting Affiliate notice in writing immediately of such delay, Contracting Affiliate shall grant the Supplier such extension of time as Contracting Affiliate may in its sole discretion consider reasonable. (d) The Supplier shall properly pack and secure the Goods, and all dispatches must bear the Contracting Affiliate order number and any other information explicitly requested by Contracting Affiliate. The Supplier shall be liable for any damage incurred due to poor or insufficient packaging. Contracting Affiliate shall not be obliged to accept delivery in installments. (e) If for any reason Contracting Affiliate is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery in accordance with sub-clause (b) above the Supplier shall store the Goods, insure and

safeguard them and take all steps to prevent their deterioration until their actual delivery and Contracting Affiliate shall be liable to the Supplier for the reasonable costs (including insurance) of so doing. (f) Contracting Affiliate shall be entitled to reject any of the Goods or Services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until Contracting Affiliate has had a reasonable time to inspect or approve them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods has become apparent. In the event of over-supply of Goods, the Supplier shall entirely at his expense arrange with Contracting Affiliate the appropriate return or disposal of the Goods. (g) Delivery of the Goods or performance of the Services shall be made or completed no later than the delivery date stated on the Order and the Supplier shall be liable to Contracting Affiliate for any loss or damage, whether direct, indirect or consequential, if it is delayed or prevented, in whole or in part, from delivering the Goods or performing the Services or otherwise performing its obligations under the Contract for any reason whatsoever except and only to the extent where the Supplier can demonstrate that it is so delayed or prevented as a direct result of reasons outside its reasonable control. Without prejudice to its other rights or remedies, Contracting Affiliate reserves the right to impose a fee of up to 0.2% of the value of the Order per day to a maximum of 10% of the Value of the Order, or partially or completely reject the Order if the specified delivery date (including any extension of time under 4(c)) is not complied with. (h) Unless otherwise agreed with Contracting Affiliate, all Goods obtained from outside of the Caribbean shall use Contracting Affiliate's nominated freight forwarding company. Contracting Affiliate shall be liable for the payment of all freight and associated charges. Shipping terms will comply with the

definitions of Incoterms 2010. (i) The Supplier shall provide all relevant documentation at the moment of delivery (in the case of Goods) or upon commencement of performance (in the case of Services), including as a minimum a Commercial Invoice in 2 copies detailing exactly what was delivered and to where and any applicable Specification. Where the Commercial Invoice is a summary of the title being transferred, then a detailed Delivery Note must supplement the Commercial Invoice. In addition, the Supplier must provide any other documentation explicitly requested by Contracting Affiliate or required to ensure efficient transportation/exportation of Goods. Where Services are delivered and invoiced on a periodic basis, a Delivery Note must be sent when each invoice is submitted.

5. TITLE AND RISK (a) Subject to Clause 5(c) below, title and risk of damage to or loss of the Goods shall pass to Contracting Affiliate only upon actual delivery of the Goods to the Delivery Address or such other address as Contracting Affiliate shall have specified in writing without prejudice to any right of rejection which may accrue to Contracting Affiliate under these Conditions. Any loss or damage to the Goods prior to that time shall be borne by the Supplier. (b) If the Supplier postpones delivery at the request of Contracting Affiliate pursuant to Clause 4 (e) above, title in the Goods shall pass to Contracting Affiliate seven days (7) after the date of receipt of notification from the Supplier that the Goods are due and ready for delivery or on such other date as may be agreed in writing between the parties but the Goods shall remain at the Supplier's risk until delivery. (c) Where Contracting Affiliate pays for all or part of the Goods prior to delivery, title in those Goods paid for (but not risk) shall pass to Contracting Affiliate on the date of payment. (d) Where Services are provided, all work done thereon shall vest in Contracting Affiliate at delivery, unless otherwise specifically stated on the

Order. (e) Where the provision of Goods and/or Services involves the generation of Intellectual Property, the rights to this shall pass to Contracting Affiliate with the title, unless otherwise specifically stated on the Order.

6. PRICE AND PAYMENT (a) Subject to the sub-clauses below, Contracting Affiliate shall pay the Supplier the Price in accordance with the payment terms set out in the Order. (b) The Price shall be inclusive of any applicable Tax both those indicated by territorial Laws and regulations or by any jurisdiction applicable to subject transaction and of all charges for packaging, packing, shipping, carriage, insurance, delivery of the Goods to the Delivery Address (all of which shall be identified separately in any documentation). (c) Notwithstanding anything else herein contained, the Supplier agrees that it shall be responsible for payment of all taxes properly payable by it, including but not limited to withholding taxes, and the Supplier further acknowledges that Contracting Affiliate may, if statutorily obligated, remit payment of such taxes directly to the applicable taxing authority from the payment due to the Supplier. Supplier will not charge Contracting Affiliate or gross up or add onto any fees to Contracting Affiliate for amounts properly withheld by Contracting Affiliate and remitted by Contracting Affiliate to the relevant authority. Contracting Affiliate shall if so required provide to the Supplier receipts of such payments in the name of the Supplier within such period as may be reasonable in the circumstances, of such payments being made to the applicable taxing authority. (d) Contracting Affiliate reserves the right to set off against the Price any sums owed by the Supplier to Contracting Affiliate under the Contract or otherwise. (e) In the event that no payment terms are stated, Contracting Affiliate shall pay for the Goods and/or Services ninety (90) days following the receipt and acceptance of the Goods and/or Services, or receipt of a valid

invoice for the Goods and/or Services, whichever is the later. (f) Any payment or spend commitment not supported by an Order will not be paid by Contracting Affiliate. (g) Invoices must be issued in the currency stated on the Order. Any deviation will make the invoice invalid and return to the Supplier for re-submission. (h) All invoices shall be presented within 6 months of acceptance of final delivery, after such time Contracting Affiliate reserves the right to refuse payment of some or all of the Order. (i) The Supplier must provide all information requested from time to time by Contracting Affiliate on all invoices, including specifically the Order reference, invoices must be sent to the address indicated on the Order, and reflect the correct Contracting Affiliate billing entity as stated on the Order. Contracting Affiliate will return invoices which have no Order reference. Incorrectly addressed invoices may be subject to delay in payment. (j) Any agency fees due to local agents must be paid in advance of Goods and/or Services being dispatched/performed. The Supplier shall be liable for any demurrage caused by the Supplier's local agents delaying clearance of Goods. (k) On request, the Supplier shall provide periodic statements of invoices and payments to Contracting Affiliate to support reconciliation. The periodicity shall be defined at the time of request.

7. WARRANTY, GUARANTEE AND REPRESENTATIONS (a) The Supplier warrants that the Goods and or Services:- (i) will be of good and merchantable quality and fit for the purpose which they are designed to fulfill and for any purpose made known expressly or impliedly by Contracting Affiliate to the Supplier and will conform in all respects with the terms of the Order; (ii) will be free from defects in design, materials and workmanship; (iii) will conform to the Standards and the Specification; and (iv) will comply with all statutory requirements and regulations relating to the sale of the Goods and or Services. (b) The Supplier also warrants that



all reasonable care and skill has been used in manufacturing the Goods or providing the Services (as the case may be) and that it shall perform its Services in a timely manner. (c) The Supplier warrants that the sale or use of the Goods and or Services does not infringe any patent, design right, copyright, trademark, trade name or other intellectual property right. (d) Notwithstanding that Contracting Affiliate has inspected and accepted the Goods, the Supplier shall guarantee the Goods for a period of twelve (12) months or the period defined in the Manufacturer's warranty, whichever is longer, from the date of delivery to Contracting Affiliate and shall investigate the cause of faults and promptly repair to Contracting Affiliate's satisfaction or replace without charge to Contracting Affiliate all or any part of the Goods found to be faulty by reason of defective material, design or workmanship within the warranty period. If within the warranty period the Goods are found to be faulty after their partial or complete installation, the Supplier shall be liable for any costs incurred to de-install the faulty Goods and reinstall the replacement Goods. Contracting Affiliate shall arrange dispatch of the Goods to the Supplier in the manner agreed with the Supplier, at the Supplier's risk and expense, and the Supplier shall deliver the repaired Goods or replacements free of costs to the destination specified by Contracting Affiliate. (e) All Goods shall have the Manufacturer's relevant warranty which shall be registered in the name of Contracting Affiliate regardless of whether bought directly from the manufacturer or through a distributor. The relevant documentation shall be provided with the Goods on delivery. (f) Notwithstanding that Contracting Affiliate has inspected and accepted the work applying to the Service(s), the Supplier shall guarantee the work applying to the Service for a period of twelve (12) months from the date of delivery to Contracting Affiliate and shall investigate the cause of faults and promptly

repair to Contracting Affiliate's satisfaction all or any part of the work applying to the Service found to be faulty by reason of workmanship or any defective material provided by the Supplier within the warranty period. The Supplier further represents, warrants and covenants to Contracting Affiliate that (i) it will perform the Services in accordance with Good Industry Practice; (ii) it will provide suitable, qualified and experienced personnel to carry out the Services or tasks related to the provision of the Services; (iii) it will provide the Goods and or Services in a timely and efficient manner; (iv) none of the Goods and or Services and Contracting Affiliate's use thereof infringe or will infringe any Intellectual Property Rights of any third party; (v) it will provide the Goods and or Services at the location or such other location as may be reasonably required by Contracting Affiliate; (vi) it will at all times comply with all applicable health and safety rules, laws and regulations (vii) the Goods and/or Services will conform with all descriptions and Specifications provided to Contracting Affiliate by the Supplier; and (ix) the Goods and or Services will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform Contracting Affiliate as soon as it becomes aware of any changes in that legislation.

8. LIABILITY AND INDEMNITY (a) In addition to and without prejudice to the generality of these Conditions, the Supplier undertakes to keep Contracting Affiliate fully indemnified against all liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by Contracting Affiliate resulting directly or indirectly at any time from:- (i) any damage to Contracting Affiliate's property and any claims for loss or injury to any third party or the property of any third party by reason of the Supplier's negligence or any act or omission on the part of employees, subcontractors or agents of the Supplier arising out of the execution of the Order and to adequately insure against this

liability; and (ii) any defect or fault discovered in the Goods including, without limitation, defects in design, materials and workmanship; and (iii) failure of the Goods and or Services to conform to the Standards and the Specification; and (iv) failure of the Goods and or Services to comply with all statutory requirements and regulations relating to the sale of the Goods or Services; and (v) any claim for infringement of any patent, design right, copyright, trademark, trade name or other intellectual property rights which arises as a result of the sale or use of the Goods, except to the extent that the claim arises from compliance with that part of the Specification supplied by Contracting Affiliate; and (vi) delivery of the Goods and or Services after the delivery period or delivery date stated on the Order. (b) Contracting Affiliate shall not be liable to the Supplier in an action based on breach of contract or tort (or otherwise) for any loss of revenue, business, contracts, or profits: or any indirect or consequential loss, howsoever arising. Contracting Affiliate's aggregate liability arising out of or in connection with any Contract shall be limited to the Price under that Contract. (c) Nothing in these Conditions shall limit the liability of either party for death or personal injury resulting from negligence or for fraud.

9. REGULATIONS AND LABELLING The Supplier shall be responsible for compliance with all relevant laws and regulations, including those of any country where the Goods or Services are to be delivered or, to the knowledge of the Supplier, ultimately resold or used, and the Supplier shall ensure that the Goods when delivered to Contracting Affiliate are labeled in such a way as to ensure the safety which a person is entitled to expect from the Goods.

10. CONFIDENTIALITY AND DATA PROTECTION (a) The parties shall treat the Order as confidential and, in particular, the Supplier shall not make use of the name Contracting Affiliate or the name of Contracting Affiliate's customers

for any advertisement, announcement or publicity without the prior written consent of Contracting Affiliate. (b) The Specification and all information supplied therewith, both of which contain copyright material, shall remain the property of Contracting Affiliate and are confidential. The Supplier shall not without the prior written consent of Contracting Affiliate use the Specification except for the purpose of the Order and shall not communicate such information to third parties except insofar as may be necessary for the purpose of the Order. The Supplier will ensure that third parties who are given confidential information keep that information confidential. (c) On completion of the Order or the termination of the same, at the request of Contracting Affiliate, the Supplier must return to Contracting Affiliate the Specification and any other documentation supplied. (d) In the event that any personal data (as defined in accordance with the data protection and privacy laws and regulations applicable to the parties) is processed by one party on behalf of the other party under or in connection with this Order, the party so processing shall: (i) process the personal data only on behalf of the other party, and only for the purposes of performing its obligations under this Order, and only in accordance with instructions received; and (ii) at all times ensure that appropriate technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

11. TERMINATION (a) Without prejudice to any claim or right it might otherwise make or exercise Contracting Affiliate shall have the right forthwith to terminate the Contract and/or Order by summary notice if the Supplier commits any breach or non-observance of any of the Conditions, including a failure to deliver during the delivery period or by the due date, whereupon Contracting Affiliate shall be

entitled: (i) to return to the Supplier at the Supplier's risk and expense any of the Goods already delivered or reject any of the Services performed and to recover from the Supplier any monies paid by Contracting Affiliate in respect of such Goods and/or Services; (ii) to recover from the Supplier any additional expenditure incurred by Contracting Affiliate in obtaining other Goods and/or Services in replacement of the Goods and/or Services. (b) Contracting Affiliate shall be entitled to terminate the Contract and/or Order without liability to the Supplier by giving summary notice to the Supplier if:- (i) the Supplier makes any voluntary arrangement with its or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or (ii) an encumbrancer takes possession, or a receiver is appointed of any of the property of the Supplier; or (iii) the Supplier ceases, or threatens to cease, to carry on business; or (iv) Contracting Affiliate reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly. (c) Contracting Affiliate shall be entitled to cancel the Contract and/or Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time in which event Contracting Affiliate's sole liability shall be to pay to the Supplier the portion of the Price for the Goods and/or Services which have been shipped or delivered (in accordance with the applicable Incoterms) prior to the date of cancellation. Contracting Affiliate shall have no further liability to the Supplier as a result of any such cancellation. (d) Contracting Affiliate and the Supplier may mutually agree to terminate the Order by giving thirty (30) days' notice in writing to the other party. In the event that any Goods and/or Services specifically defined in the Order have already been delivered, then Contracting Affiliate and the Supplier shall agree the treatment of these Goods and/or Services and

the balance of the Order shall be considered terminated.

12. NOTICES All notices, demands, or other communications under this Order shall be given or made in writing and shall be delivered personally or sent by certified or registered mail (airmail, if appropriate) or sent by international overnight courier, with return receipt requested, addressed to the other party at the address set out in the Contract and/or Order or at such other address as may be designated by notice from such other party. Any notice, demand or other communication given or made by mail in the manner prescribed in this paragraph shall be deemed to have been received five (5) working days after the date of mailing. Any notice, demand or other communication given or made by international overnight courier shall be deemed to have been received seventy-two (72) hours after deposit with such international courier.

13 SPARES SUPPORT The Supplier shall keep spare parts for the Goods for a period of ten (10) years from the date of the Order and where the Goods or spare parts thereof are to be made obsolete, the Supplier will give Contracting Affiliate at least twelve (12) months' notice in writing. This should be complied with unless otherwise detailed on the Order.

14. FREE ISSUE MATERIALS (a) When materials or items are issued on a free issue basis the Supplier undertakes to replace at its own expense any such materials or items scrapped in excess of any scrap allowance given. All free issue materials or items shall remain Contracting Affiliate's property and all work done thereon shall immediately vest in Contracting Affiliate. (b) All scrap arising from free issue materials or items shall be disposed of in accordance with Contracting Affiliate's instructions and the proceeds of sale of any such scrap shall be credited to Contracting Affiliate.

15. ASSIGNMENT/SUB-CONTRACTING (a) The Supplier shall not assign or sub-contract the Order, the Contract or any part of it without the prior written consent of Contracting Affiliate. (b) In any case where the Contract is assigned or sub-contracted in accordance with Clause 15(a) above, the Supplier will ensure that the assignee or sub-contractor, as the case may be, agrees to be bound by the Contract and these Conditions, and such assignment or sub-contract shall in no way limit or affect the obligations or liability of the Supplier hereunder.

16. AMENDMENTS No amendment, interpretation or waiver of any of the provisions of the Order, the Contract or these Conditions shall be effective unless made in writing and signed by the authorized representatives of Contracting Affiliate and the Supplier.

17. ENFORCEMENT The failure to enforce or to require the performance at any time or times of any of the provisions of the Contract or these Conditions shall not be construed to be a waiver of such provision, and shall not affect either the validity of the Contract or these Conditions or any part thereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of the Contract and these Conditions.

18. FCPA Supplier and all of Supplier's Representatives (as defined in clause 19 below) shall not violate the United States Foreign Corrupt Practices Act of 1977 ("FCPA") or any other applicable laws regarding bribery or corrupt practices (together with the FCPA, "Anti-Corruption Laws"). Supplier for itself and on behalf of all of Supplier's Representatives warrants and represents to Liberty Latin America that they shall follow and abide by all Anti-Corruption Laws. Supplier for itself and all of Supplier's Representatives warrants that none of their respective directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or

intermediaries is an official or representative of any government or is a candidate for such position. Supplier for itself and on behalf of Supplier's representatives represents and warrants that they and their respective directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or intermediaries shall not directly or indirectly make any offer, payment, promise to pay or authorize the giving of anything of value to any public official for the purpose of influencing an act or decision of a public official or any other person; including without limitation, inducing a decision, inducing a decision not to act, inducing a person to use his or her influence to affect a government act or decision or other business decision in connection with any Liberty Latin America business. Supplier further warrants and represents that the provisions of this paragraph shall be incorporated into any subcontracting or other agreement Supplier awards to any Supplier Representative for all or any portion of the Goods and/or Services to be provided under the Contract and/or Order.

Supplier shall designate those Supplier's Representatives responsible for the delivery of the Goods and/or Services under the Order and/or Contract to complete training on Anti-Corruption Laws and other provisions of the Liberty Latin America Business Partner Code of Conduct. If Supplier conducts its own compliance training in these areas, such training may suffice upon Supplier providing Liberty Latin America with evidence of the training schedule and completion percentages for such training

Upon request from Liberty Latin America, Supplier shall certify its and Supplier's Representatives compliance with the Liberty Latin America Business Partner Code of Conduct as described in clause 19 below and Anti-Corruption Laws. Supplier must timely communicate to Liberty Latin America - through

our SpeakUp hotline [www.lla.com/speakup](http://www.lla.com/speakup) - any actual or suspected violation of the provisions of this paragraph by Supplier or any of Supplier's Representatives. Any violation of this clause or clause 19 below by Supplier or any of Supplier's Representatives may result in the immediate termination of this Agreement for cause as determined by Liberty Latin America, in its sole discretion.

19. COMPLIANCE WITH POLICIES (a) Supplier and all of Supplier's affiliates, directors, officers, employees, agents, contingent workers, contractors, subcontractors, suppliers, vendors or intermediaries (together, "Supplier's Representatives") shall conduct business legally, ethically and in compliance with the principles set forth in the *Liberty Latin America Business Partner Code of Conduct*. A copy of the *Liberty Latin America Business Partner Code of Conduct* is located at <http://lla.com/business-partner-code-of-conduct.html>; (b) the Supplier will ensure that, at all times, Supplier Personnel clearly identify themselves as personnel of the Supplier and not employees of Contracting Affiliate. This will include any and all communications, oral, written or electronic; (c) unless otherwise specified by Contracting Affiliate from time to time, Supplier personnel will only access such Contracting Affiliate facilities during the normal working hours; and (d) the Supplier will ensure that, upon request of Contracting Affiliate, Supplier personnel provide and/or display the Supplier-issued photo identification. (e) The Supplier will comply with Liberty Latin America's policies, processes, procedures and standards of Liberty Latin America (the "LLA Policies"). (f) Liberty Latin America may amend any LLA Policies or add new requirements as LLA Policies, in its discretion. If Liberty Latin America amends any Liberty Latin America Policy or adds any new requirements as a Liberty Latin America Policy, Liberty Latin

America will promptly provide notice of such amendment or new Liberty Latin America Policy to the Supplier. (g) Travel expenses will be billed in accordance with the Liberty Latin America Contractor Travel and Expense Policy at the Supplier's cost and will be exclusive of applicable sales or similar Taxes. Contracting Affiliate will, in accordance with the Liberty Latin America Contractor Travel and Expense Policy, pay all reasonable and pre-approved travel expenses incurred by the Supplier and documented by receipts. The Supplier agrees to abide by Liberty Latin America's then current travel policy, as may be updated from time to time. However, if the Supplier can obtain better pricing through use of its own travel provider, the Supplier will first contact Contracting Affiliate's travel administrator for direction.

20. GOVERNING LAW The Contract and the relationships of the parties in connection with the subject matter of the Contract will be governed by and determined in accordance with the laws of the jurisdiction of origin of the Order and the parties hereby submit to the non-exclusive jurisdiction of the courts of country of origin of the Order in relation to any legal action or proceedings arising out of or in connection with the Contract.

21. NO AGENCY None of the parties to the Contract are the agent or representative of any other party to the Contract. Contracting Affiliate reserves the right to temporarily or permanently cease commercial relations with any supplier in breach of this requirement. The parties are independent parties and this Contract does not make the parties principal and agent, partners, employer and employee nor does it create a joint venture.

22. REPRESENTATIONS AND WARRANTIES Each party to the Contract represents and warrants that it has the full legal right, power and authority to perform its obligations under the Contract and these Conditions and that the

person executing the Contract has been duly authorised to sign the Contract on behalf of such party.

23. SEVERABILITY In the event any one or more of the provisions contained in the Contract or these Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract or these Conditions, but the Contract or these Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Contract and these Conditions shall be carried out as nearly as possible according to their original terms and intent.

24. SPECIAL CONDITIONS Where special conditions are stated on the face of the Order, such special conditions shall apply equally with these Conditions, except that where there is any inconsistency between the two, the special conditions stated on the face of the Order shall apply.

25. INSURANCE The Supplier will maintain in force appropriate insurances to cover its liabilities under this Order and will on the written request of Contracting Affiliate from time to time provide Contracting Affiliate evidence of such Insurance. The Supplier will during the term of the Contract and for a period of one year thereafter do nothing to invalidate any such insurance policy or to prejudice Contracting Affiliate's entitlement under it.

26. ORDER OF PRECEDENCE Without prejudice to Clause 24 (Special Conditions), in the event of any conflict or inconsistency between the terms of the Contract and these Conditions or the Order the terms of the Contract shall prevail and in the case of any conflict or inconsistency between the terms of these Conditions and the Order, the terms of these Conditions shall

prevail. In the event of any conflict or inconsistency between the terms of a Supplementary Contract and/or a SOW and these Conditions, the terms of the Supplementary Contract and/or SOW shall prevail.