

IAN TAYLOR CHILE S.A.

**GENERAL TERMS AND CONDITIONS
FOR THE PROVISION OF PORT LAUNCH SERVICES
(REV. 2- 2025)**

This instrument contains the general terms and conditions of service under which **Ian Taylor Chile S.A.** provides and delivers port launch services in Chile.

1. DEFINITIONS

The following terms and expressions shall have the meaning indicated in each case:

- (a) **Customer:** means the natural or legal person requesting and contracting the Services from TAYLOR.
- (b) **Boat Operation(s):** means the navigation and operations of the Boat during the execution of the service
- (c) **Boat(s):** means port service boats owned or operated by TAYLOR, or those owned or operated by third parties whose services are subcontracted by TAYLOR.
- (d) **Ship:** means a ship or naval device that is the subject of or relates to the provision of the Services.
- (e) **Service(s):** means, individually or jointly and interchangeably, all or some of the services described in paragraph 2, as requested and contracted by the Customer to TAYLOR.
- (f) **TAYLOR:** means the company Ian Taylor Chile S.A.
- (g) **Terms & Conditions:** means the general terms and conditions of Service subject matter of this instrument.

2. OF THE SERVICES AND TASKS OF LAUNCHING.

2.1. These Terms and Conditions are applicable to the Services provided by TAYLOR and to the Launch boat services , which generally include the following, without prejudice to other specific services, different or complementary to the same, that are requested and agreed with the Client:

- (a) **Mooring/Unmooring:** consists of the Launch boat service to support the docking or undocking of the Ships in ports and terminals following the instructions of the assigned pilot. In addition, it considers the transfer and handling of the ship's mooring ropes and, when appropriate, the transfer of the pilot in the mooring and/or unmooring of the ship from the place of embarkation established by the authority to the ship, and his subsequent return to the place of origin once the task has been completed. **The Service, however, does not include the provision of mooring personnel.**

- (b) **Clearance in – Clearance out:** is the service of transfer of persons or authorities for the reception or dispatch of a Ship, anchored at the road or moored, in a port or terminal, from the dock or place of embarkation to the Ship and vice versa.
- (c) **Anchoring/heave up anchor:** it is the Launch Work for the transfer of the pilot or pilots from the dock to a ship that is on the bay, for the task of anchoring or heave up anchor and its return to the dock.
- (d) **General Service:** consists of: (i) the transfer of people and equipment and the provision of support in diving tasks, draft survey, dock inspections, and similar tasks; (ii) the round trip to the Ship for the transfer of crew members, passengers or authorities, from the dock or place of embarkation to the Ship and vice versa; or (iii) the round trip for the transfer of goods, materials, spare parts, provisions or supplies in general, from a dock to the Ship and vice versa.
- (e) **Transfer of Pilots:** consists of the transfer of the pilot(s) from the dock to the ship and vice versa, to carry out port pilotage, within the limits of the port.
- (f) **To assist with pushing:** A launch service that involves applying controlled force (via the bow ram or stern of the vessel) to a ship to aid in docking, undocking, mooring, or unmooring operations at a terminal, dock, buoy, or another vessel/naval structure. This service is constrained by the maximum bollard pull capacity of the assisting boat, ensuring safe and effective force application without exceeding operational
- (g) **"Flexible hose connection/disconnection support service":**
An operational support task involving the transfer of personnel and specialized connection equipment (e.g., hoses, couplings, and safety gear) **from a dock/jetty to a vessel or buoy to perform safe connection or** disconnection of flexible hoses for liquid bulk transfer (loading/unloading). The service includes the personnel return to the dock/jetty.
- (h) **"Stand-by service":**
A maritime support operation where a boat (e.g., tugboat, launch, or workboat) remains on station—either in close proximity to a vessel or at a designated holding area—to provide immediate assistance if required. This service is initiated:
 - At the request of the vessel's master, shipowner, or client;
 - By directive of the maritime authority (e.g., port captain, coast guard); or
 - To comply with regulatory requirements (e.g., port rules, safety protocols).
 The stand-by boat maintains readiness for rapid response to emergencies (e.g., maneuvering assistance, firefighting, or evacuation) but does not engage in active operations unless instructed.

2.2 These Terms and Conditions are **NOT APPLICABLE** to the pilot transfer service provided by TAYLOR, for ships entering or crossing the Strait of Magellan, whether in Possession Bay, Punta Delgada, Felix Bay or other places provided and authorized by the maritime authority.

3. REQUEST AND CONTRACTING OF SERVICES.

- 3.1 The Services may be requested and contracted at TAYLOR's main office in Valparaíso or at their respective regional agencies.
- 3.2 The Client may contract the Services based on effective hours of service, per full task (lump sum) or in any other modality as agreed by the parties.
- 3.3 Requests for Services must be made in writing, either by email or other reliable means. Requests for Services that, in an extraordinary manner or in urgent situations or circumstances, are made verbally or by telephone, must be confirmed by the Client in writing prior to the effective provision of the Services, failing which TAYLOR may have them cancelled.
- 3.4 Requests for Services will result in a quote being sent to the Customer accompanied by a copy of these Terms and Conditions. The acceptance of the quotation by the Client shall also be considered, for all purposes, as acceptance of these Terms and Conditions, which shall be considered, for all purposes, as an integral part of any contract for the provision of launch services to which the acceptance of the quotation gives rise, whether it includes one or more or all of the Services, as appropriate.

4. PROVISION OF SERVICES.

- 4.1 TAYLOR will provide the Services in accordance with current legislation and regulations, in accordance with good maritime practices, at the time requested by the Client and in compliance with clear and precise instructions from the Client.
- 4.2 TAYLOR may, in its sole discretion and judgment, provide the Services by subcontracting Launch boats owned or operated by third parties.
- 4.3 In the absence of special instructions from the Client, TAYLOR will provide the Services in accordance with local port rules and regulations and industry customs, and will make its best efforts to efficiently and safely perform the service entrusted.
- 4.4 All services begin at the time agreed with the Client and ends once the launch boat returns to the dock or other usual place of berthing or anchoring. In the event of waiting due to a delay in the arrival of the Client's personnel, pilots, equipment or other circumstances attributable to the Client, the waiting hours will be added to the Service time, when this has been agreed or agreed on the basis of an hourly rate. In the case of the agreed rates per operation, the waiting surcharge will be stipulated in the corresponding quote. Fractions of an hour, regardless of their duration, will be counted as a full hour.
- 4.5 , once the provision of the Services has begun or prior to their initiation, Launch services may temporarily be suspended to comply with instructions or orders from the maritime authority and to carry out rescue, assistance or rescue maneuvers. Launch Services, if possible and according to the circumstances, will start or restart once the event in question has been overcome.
- 4.6 It is the Client's sole obligation to inform TAYLOR, together with the request for Services, of the nature, characteristics, packaging and value of any goods, materials, products, elements or substances to be transported by the Launch boats. This obligation to provide information covers, in particular, those products, elements or substances classified as dangerous in general, including in particular, but without limitation, those that are poisonous, flammable, explosive, polluting or

that put or could reasonably put at risk the safety of the Launch Operation, the Boat, the environment, or life, health or personal integrity of those on board the boat. All goods, materials, substances or merchandise to be transported by the Boat must fully comply with the corresponding or applicable regulations, and have the permits, approvals or authorizations that may be applicable from the competent authority, as applicable.

Failure by the Client to comply with the provisions of this paragraph 4.6 shall entitle TAYLOR to refuse carriage of the goods, materials, substances or merchandise in question.

- 4.7 Even if the Client has complied with the aforementioned information obligation, TAYLOR or the master of the launch boat may refuse to transport goods or merchandise that do not have adequate and sufficient packaging or protection, that present leaks or breakages, or that are in such conditions that reasonably prevent or could prevent their transfer and delivery in a complete and safe manner.
- 4.8 The transportation of goods, materials and products only considers the manual lashing of the same on board the Boat by its crew, being the provision of lashing materials at the Client's expense and expense. The Client will also be responsible for the loading and unloading of the goods, materials and products to or from the Boat and the materials and services necessary for it, as applicable.
- 4.9 All passengers must have and use adequate safety and personal protection while on board the Boat, and must fully comply with the instructions and orders of the crew. In case of non-compliance, the master of the Launch boat may abort the service and return to the nearest safe place to disembark the passengers who refuse to comply, all at the Client's expense and expense.
- 4.10 TAYLOR or the master of the boat may refuse to transport passengers who do not know how to swim and/or at the time of boarding the Boat are in a state of intemperance, intoxication, under the influence of drugs, or in such conditions as to make or may reasonably make their transportation by sea risky.

5. NAVIGABILITY OF THE BOAT

- 5.1 TAYLOR guarantees and undertakes that the Boat will be in full seaworthy condition at the time of the start of the service.
- 5.2 If, once the service has begun, the boat loses its seaworthiness due to any cause or supervening circumstance, including, but not limited to, accidents, emergencies, breakdowns or mechanical breakdowns or events of a similar nature that prevent the conclusion of the service, the contract shall be understood to be terminated without further liability for the parties.

6. PRICE AND PAYMENT OF SERVICES.

- 6.1 Once a Launch boat Service has been agreed, the agreed price will not be reduced, except for supervening causes or circumstances that are the exclusive responsibility of or attributable to TAYLOR, or in the event that the Services cannot be provided in the manner or opportunity agreed upon as a result of an unforeseeable event or force majeure event.

- 6.2 Unless otherwise agreed by the parties, the price of the Services is accrued and payable from the time of completion of the Launch Work in question, upon presentation by TAYLOR to the Client of the corresponding invoice.
- 6.3 The untimely cancellation of a service will oblige the Client to pay an amount equivalent to 50% of the agreed price as a penalty. An untimely cancellation shall be understood to be that which is made less than one (1) hour in advance of the start of the service.
- 6.4 The cancellation or early termination of a service, once it has begun, will oblige the Client to pay the agreed price in full, unless this takes place by order of the authority or due to the occurrence of a fortuitous event or force majeure event.

7. OBLIGATIONS OF COMPLIANCE

- 7.1 The Client acknowledges that TAYLOR is part of an international business group, with a presence in Chile, Peru, Bolivia, Ecuador and Colombia, under the direction of its parent and holding company, **Empresas Taylor S.A.**
- 7.2 The Client declares its knowledge and express and unconditional acceptance of the criminal compliance regulations in force in Chile, and the international conventions against corruption. These include, but are not limited to, the 1997 OECD Convention, the 2004 United Nations Convention Against Corruption, the U.S. FPA, and the UKBA, as well as the Taylor S.A. Companies Criminal Compliance Policy.
- 7.3 Consequently, the Client acknowledges and accepts that, in the context of the provision of the Services and all activities carried out under these Terms and Conditions, the aforementioned laws and regulations, as well as their eventual modifications, substitutions or amendments, and the policies that make up the Criminal Compliance Policy of Empresas Taylor S.A. must be fully respected and complied with. without being limited to, and only by way of example, the Whistleblowing Channel System and the Anti-Corruption Policy. As applicable to the Client, compliance with the Crime Prevention Model in Chile of Empresas Taylor S.A. is mandatory. In addition, the TAYLOR guidelines are included in accordance with current national criminal legislation and international best practices; internal control systems specifically put in place to prevent, detect and respond to crime; and, all the rules aimed at preventing the criminal and/or administrative liability of TAYLOR, as applicable.
- 7.4 The Client assumes responsibility for not engaging in conduct that may generate criminal, civil and/or administrative liability for TAYLOR and will adopt all necessary measures to prevent, detect and avoid the commission of crimes, and to prevent the attribution of responsibility and/or reputational damage to TAYLOR, in accordance with the duties imposed by criminal law.
- 7.5 The Client warrants that neither the Client, its agents, representatives, employees, nor any other person acting on its behalf, including subcontractors, have committed or will commit punishable acts stipulated in the relevant regulations.
- 7.6 Finally, the Client acknowledges that by contracting the TAYLOR Services it is not conferred the right to act in the name or in favor of TAYLOR, except for the purposes expressly agreed in the Terms and Conditions. Any Launch Work or related service will be executed in strict accordance with the provisions of the Terms and Conditions and with the understanding that TAYLOR

maintains the ownership or charters of the Boats necessary for the provision of the Services, and may subcontract said Services in accordance with the operational needs of TAYLOR and in accordance with the applicable regulations.

8. APPLICABLE LAW AND COMPETITION

- 8.1 These Terms and Conditions, the Services provided by TAYLOR and the Launch Operations are governed by the laws, regulations and other applicable rules of the Republic of Chile.
- 8.2 Any difference, claim or controversy that arises in relation to the provision of Services, which TAYLOR and the Client cannot solve directly, will be submitted to arbitration in the city of Valparaíso, Chile, in accordance with the provisions of article 1203 of the Commercial Code. The arbitrator appointed for this purpose shall be specially empowered to resolve any matter related to his competence and/or jurisdiction.

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