



GENERAL CONDITIONS OF CONTRACT

1. Purpose

The General Conditions of Contract (hereinafter referred to as "General Conditions") are intended to govern the relationships between the company identified in the relevant Purchase Order/Contract (hereinafter referred to as "THE COMPANY") and its Suppliers/Contractors for the purchase of goods and/or services. These General Conditions are part of the Contract Documents (as hereinafter defined) of such purchase of goods and/or services. The submission of the Offer or, in absence thereof, the execution, issuance and/or acceptance of the Purchase Order/Contract by the Supplier/Contractor, shall constitute an acknowledgment and acceptance of these General Conditions and an acceptance to be bound by them.

2. Validity and Precedence of the Contract Documents

2.1. The General Conditions provide the basis for the purchase of goods and/or services, and shall apply to all matters not expressly regulated in the rest of the Contract Documents.

2.2. All of the documents listed in this section (hereinafter referred to as the "Contract Documents") complement each other in such a way that their contents constitute the relationship between the parties and, in the event of contradiction or conflict between the documents comprising the Contract Documents, the special provisions shall prevail over the general provisions, with the following order of precedence or priority:

- 1- Amendments to the Purchase Order/Contract, expressly agreed in writing and subsequent to its date of issue and/or execution.
- 2- The Purchase Order/Contract and the documents attached thereto.
- 3- Amendments to the Special Conditions.
- 4- Special Conditions
- 5- Amendments to the Technical Specifications.
- 6- Technical Specifications.
- 7- Amendments to the General Conditions of Contract.
- 8- General Conditions of Contract.
- 9- Written clarifications drawn up by the Supplier/Contractor subsequent to its Bid and explicitly accepted by THE COMPANY.
- 10- Bid submitted by the Supplier/Contractor.
- 11- Request for Proposals.

Should any of the above-mentioned documents not exist, the order of precedence indicated herein shall nevertheless remain in effect, skipping the non-existent document and proceeding with the following document in order of precedence.

2.3. No exceptions to these General Conditions shall be accepted, unless expressly accepted in writing by THE COMPANY, in whole or in part. The exceptions accepted in such manner shall only apply to the Purchase Order/Contract with respect to which they were accepted, and shall not extend to any other Purchase Order/Contract.



2.4. Should the Supplier/Contractor insert any conditions and specifications in delivery notes, invoices or other documents exchanged between the parties that contradict the express conditions established in the Contract Documents, such conditions or specifications shall be null and void

2.5. The Purchase Orders/Contracts for the provision of goods and/or services shall remain in effect for the duration of the performance of the obligations subject matter of such Purchase Orders/Contracts in accordance with the Contract Documents. If an expiration date has been established, notwithstanding such obligations, the Purchase Order/Contract shall be deemed tacitly extended by successive monthly periods, unless written notice is provided by either party at least thirty 30 days prior to such expiration date or that of any of the extensions.

2.6. The Contract Documents attached to the Purchase Order/Contract will indicate the clauses which shall apply in terms of compliance with the terms for the performance of the obligations and extensions thereof, notwithstanding the exercise by THE COMPANY of its contractual powers (e.g., application of penalties for delays, termination for breach of contract, among others) which are not affected by such extension. Furthermore, the Supplier/Contractor shall be solely and fully liable for any delays in the performance of the services and/or delivery of the goods, and any consequential damages, and such extension shall not be construed as a release of the Supplier/Contractor's liability or as a waiver of the imposition of fines or penalties or any other rights provided for in the Contract Documents.

2.7. The Contract Documents are the only, full and complete agreement governing the subject matter of the Purchase Orders/Contracts between the parties, and it supersedes and renders ineffective any other documents, bidding terms and conditions, requests for clarifications and clarifications, offers, covenants, agreement, discussions, negotiations, statements, written correspondence exchanges, verbal and/or written communications by any means, and/or any other expression or exteriorization of will or intent preceding the date of the Purchase Order/Contract not contemplated as part of the Contract Documents.

2.8. No party shall be deemed to have waived any right, power or privilege granted by the Contract Documents and/or applicable regulations, unless such waiver has been duly made in writing by the waiving party. The waiver of a specific right shall not imply a waiver of potential future rights, even if they are of the same nature. Failure to exercise any right shall not constitute a waiver of such right.

2.9. The terms "reasonable", "acceptable", "accepted", "appropriate", "satisfactory", or terms with similar effects or meanings, unless otherwise provided herein or in the Contract Documents, shall mean reasonable, acceptable, accepted, appropriate, satisfactory, or any other applicable term, according to the meaning assigned to them by THE COMPANY. Using such terms to describe the goods and/or services shall not imply any responsibility on the part of THE COMPANY for the result of the services and/or the quality and quantity of the goods,



which supervision and full responsibility shall fall exclusively and absolutely on the Supplier/Contractor.

2.10. The Supplier/Contractor's conduct when complying with the Contract Documents shall be based on the principles of reasonableness and good faith.

2.11. When approval by THE COMPANY is required pursuant to the Contract Documents, unless otherwise provided therein, such approval or the reasons for refusing such approval shall be notified to the Supplier/Contractor in writing within five (5) business days following the date that THE COMPANY received the request for approval. If such period elapses without THE COMPANY having notified its approval or denial thereof, the Supplier/Contractor shall notify THE COMPANY in writing requesting that a decision be issued, and if THE COMPANY does not notify its approval or denial thereof within the next three (3) business days, it shall be deemed that the Supplier/Contractor's request has been denied. No approval shall release the Supplier/Contractor from its obligations and responsibilities arising from the Contract Documents, applicable regulations, and the industry best practices; nor shall it be understood that THE COMPANY assumes any responsibility for the documentation developed by the Supplier/Contractor.

2.12. With respect to the industry best practices and references thereto contained in the Contract Documents, the following shall be interpreted: (i) in the event of doubt as to whether the provisions of the Contract Documents or the industry best practices should take precedence, the former shall prevail, and (ii) in the event that the industry best practices establish more than one method of performing a service, the method which corresponds the most with the provisions of the Contract Documents shall be applied.

2.13. Should the Supplier/Contractor disagree with the decision of THE COMPANY, the Supplier/Contractor shall proceed as instructed by THE COMPANY, as soon as technically possible, and either party may submit the eventual disagreement to the proceedings stipulated in article 24 of these General Conditions.

2.14. In the event that any portion of the Contract Documents is determined to be deemed invalid, illegal and/or unenforceable, the validity of the remaining provisions of the Contract Documents shall not be affected.

2.15. The article, paragraph and Annex headings are for order and reference purposes only and shall not be used to modify the interpretation of the provisions of such articles, paragraphs or Annexes.

2.16. Unless otherwise provided, every reference made to an item, section, paragraph, article and/or Annex shall be a reference to an item, section, paragraph, article and/or Annex contained in this main body.

2.17. All the provisions of the Contract Documents shall be interpreted as complementary to each other. In case of doubt as to whether a provision voids another provision contained in the Contract Documents, in principle, such interpretation which allows both provisions to



coexist shall take precedence. Should it be impossible to apply the above-mentioned criterion, the order of precedence stipulated in paragraph 2.2 shall be applied, it being further understood that the main body of the Purchase Order/Contract prevails over its Annexes.

3. Obligations and Responsibilities of the Supplier/Contractor

3.1. The Supplier/Contractor undertakes to perform the services and/or provide the goods in accordance with the provisions of the Contract Documents, as well as to comply with all obligations of technical (skill, trade, expertise), administrative, tax, labor, social security and legal nature applicable to the contractual relationship.

3.2. The obligations of the Supplier/Contractor which arise from the Contract Documents are essential in nature. Therefore, fulfilling such obligations shall not release the Supplier/Contractor from its obligation to comply with the applicable regulations, industry best practices, or other obligations that the Supplier/Contractor may regard, at its discretion, as secondary or accessory. Furthermore, in the event that an activity or work which is necessary for the provision of the services or performance of the obligations in accordance with the subject matter of the contract is not specifically mentioned in the Contract Documents; it shall be considered that such activity or work is also part of the Contract Documents as if it had been originally included within the scope of the contract. The Supplier/Contractor shall be fully responsible for foreseeing and applying such works or activities, and all costs and expenses related to them shall be borne exclusively by the Supplier/Contractor.

3.3. During the performance of the obligations, the Supplier/Contractor shall be responsible for requesting THE COMPANY the complementary information it may need, notifying THE COMPANY of any difficulties encountered, taking the measures required to remedy them, and ensuring the performance of the obligations within the agreed terms.

3.4. The Supplier/Contractor shall provide a sufficient number of experienced, duly qualified personnel for the performance of the works during the full term of this agreement.

3.5. The Supplier/Contractor shall provide the direction, management and supervision of the necessary personnel during the complete performance of the obligations, ensuring compliance with all the regulations and procedures established in the Contract Documents, as well as in the applicable regulations and the industry best practices. Furthermore, the Supplier/Contractor shall ensure that such personnel are assisted in the performance of the works, and shall provide them with all the relevant services while in compliance with applicable regulations and the internal regulations of THE COMPANY as included in the Contract Documents.

3.6. The Supplier/Contractor shall be fully responsible towards THE COMPANY until the fulfillment of all the Contractor's obligations arising from the Contract Documents, for the accidents, damages and/or losses of any kind that its personnel may suffer; as well as for those which such persons may cause, by act, facts and/or omissions, to other persons or entities.



3.7. The Supplier/Contractor shall be exclusively in charge of preparing the necessary documentation and providing assistance in obtaining all of the permits required for the performance of the obligations, including the signature on the part of the person responsible for the services when necessary.

3.8. The obligations of the Supplier/Contractor shall be considered fulfilled only upon the approval of THE COMPANY, notwithstanding the obligations and/or responsibilities granted to it by law, for the full term of the applicable regulations.

3.9. Non-compliance with any of the above-mentioned obligations, or with any other obligation of the Supplier/Contractor arising from the Contract Documents or resulting from the applicable regulations, shall entitle THE COMPANY to impose the fines and other sanctions stipulated for non-compliance in the Contract Documents, and/or terminate the Purchase Order/Contract and, in general, to exercise any rights, remedies, actions and/or defenses to which THE COMPANY may be entitled by law.

3.10. The Supplier/Contractor shall submit all the technical and legal documentation that THE COMPANY may require in the documents applicable and/or attached to the Purchase Order/Contract, in due time, quantity and condition, as well as any other information/documentation of any kind for the provision of goods and/or services required to comply with the current applicable regulations, subject to the following:

3.10.1. Should THE COMPANY require that changes, additions and/or amendments be made to such information/documentation, the Supplier/Contractor shall be granted five (5) days to make any observations. If the Supplier/Contractor does not request a revision of the changes, additions and/or amendments proposed by THE COMPANY within such period, it shall be understood that the changes, additions and/or amendments proposed by THE COMPANY have been accepted without any objections on the part of the Supplier/Contractor, at no additional cost. Should the Supplier/Contractor request a revision, the Supplier/Contractor shall proceed as determined by THE COMPANY, and the eventual disagreement may be submitted by either party to the proceedings stipulated in article 24.

3.10.2. In the event that a Government Authority requests THE COMPANY to submit one or more documents, the Supplier/Contractor shall provide THE COMPANY with such requested documents within the next five (5) days of having received the relevant request by THE COMPANY, or the shorter period that THE COMPANY may request in consideration of the periods prescribed by the Governmental Authority or the applicable regulations.

3.10.3. The documents that the Supplier/Contractor must prepare, obtain and/or compile pursuant to the Contract Documents, shall be signed by professionals with a qualifying degree duly licensed in the appropriate jurisdiction. All documents shall be provided to THE COMPANY in compliance with the requirements set forth in Annex VII.

3.11. The Supplier/Contractor, at THE COMPANY's request, shall provide documentary evidence of the fulfillment of the obligations under the Contract Documents, and submit, as a



minimum, the documentation described for each stage in Annex VII. Failure to submit such documentation, or an incomplete or delayed submission thereof, shall constitute a substantial breach of its obligations.

3.12. In accordance with the nature of the Purchase Order/Contract, the Supplier/Contractor shall appoint one or more managers within its organization to deal with any matters derived from the execution of the works and services and/or the supply of the goods established in the Contract Documents, and it shall notify the relevant Coordinator from THE COMPANY of such appointment.

3.13. The Supplier/Contractor shall hold THE COMPANY, its controlling companies and controlled companies, and their respective employees, agents, directors and shareholders, harmless from and against any claim arising from the death, illness or injury of its personnel and/or third parties, as well as for damages caused by its agents and/or subcontractors and/or vehicles and/or machinery and/or any other item owned or custodied by the Supplier/Contractor, or its subcontractors, and occurring in connection with the services and/or goods subject matter of the Purchase Order/Contract, and from any claim, suit or action resulting as a consequence of the foregoing and an action or omission on the part of the Supplier/Contractor in the performance of the obligations arising from the Purchase Order/Contract, including attorney's fees and court costs, and the amounts covered by any insurance policy shall not limit its liability.

3.14. The Supplier/Contractor shall promptly notify THE COMPANY of the dismissal of any personnel members assigned to the fulfillment of the Purchase Order/Contract which occurs during the term of the Purchase Order/Contract, indicating as well the ground for such dismissal, and proving compliance with the relevant labor, tax, labor union, and social security obligations.

3.15. The Supplier/Contractor shall be solely responsible for complying, and undertakes to comply, with all national, provincial, and municipal regulations, and the regulations of the Autonomous City of Buenos Aires, as well as with the international laws and regulations applicable to the Purchase Order/Contract. The Supplier/Contractor represents and guarantees that all the Personnel are and will be legally registered with the relevant authorities and, when applicable, professionally qualified for the development of the Services, holding for such purposes the relevant licenses issued by the councils and/or associations and/or regulatory and oversight authorities for the relevant professional licenses.

3.16. The Supplier/Contractor, as an employer, shall be exclusively in charge of paying all labor, tax obligations, employer contributions and pension-related obligations, including but not limited to wages, social security contributions, labor union contributions, fines and compensations for the potential dismissal of the personnel employed, whether direct or indirect, as well as the remaining compensations that may be required by law.



3.17. The Supplier/Contractor undertakes to hold THE COMPANY, its controlling companies and controlled companies, and their respective employees, agents, directors and shareholders, harmless from and against any claim, proceedings, sanction, damage, costs, and/or charges, of any nature, sought to be brought or enforced against any of them by the Supplier/Contractor's personnel and/or the personnel of its subcontractors and/or third parties claiming such title, their beneficiaries and/or any social security, tax, labor union or national health insurance collection agencies, and/or any Governmental Authority, arising in connection with the existence, development and/or termination of employment relationships with the Supplier/Contractor and/or based on an intended collaboration or link of any kind between the Supplier/Contractor (including its subcontractors) and THE COMPANY. The Supplier/Contractor undertakes to pay THE COMPANY within 15 days of having been notified, or within a shorter period as THE COMPANY may direct for such purposes, all of the amounts that the person covered by this indemnity is obligated to pay, including but not limited to attorney's fees and expenses, interest, fines, expert witnesses and other consultant expenses arising as a consequence of claims, lawsuits or legal and administrative actions, or otherwise in connection with the Purchase Order/Contract.

3.18. THE COMPANY shall be entitled to withhold and deduct, automatically and without any required prior action or process of any nature, any amount from the outstanding invoices due to the Supplier/Contractor, whether arising from the same Purchase Order/Contract in relation to which the breach occurred or under any other contract entered into with the Supplier/Contractor, as well as to enforce such penalties and/or fines as may be imposed for the non-compliance with any of the contractual obligations and/or applicable regulations of any kind, and any other amount claimed to THE COMPANY or that may be claimed in the future for a non-compliance on the part of the Supplier/Contractor, including but not limited to the failure by the Supplier/Contractor to comply with labor and/or pension-related, and/or tax laws, such as claims based on labor solidarity and any other that might be claimed to THE COMPANY in accordance with legal or regulatory standards. Furthermore, any amounts resulting from expenses incurred by THE COMPANY for tasks not fulfilled by the Supplier/Contractor may also be withheld or deducted, including but not limited to cleaning work areas, replacing any tools, machinery and other equipment assigned to perform the works and returned in an unsatisfactory condition, and any eventual debts resulting from failure to pay for the use of the facilities, temporary use of land and any other debt owed by the Supplier/Contractor to THE COMPANY. Such withholdings shall be absolutely independent from the Guarantees provided by the Supplier/Contractor mentioned in article 10 of these General Conditions.

3.19. The Supplier/Contractor shall verify its affiliation with an Occupational Risk Insurer (ART, for its acronym in Spanish) to the satisfaction of THE COMPANY, which covers all the personnel assigned to the fulfillment of the Purchase Order/Contract. Such coverage shall remain in full



force and effect during the term of such Purchase Order/Contract. In addition, the Supplier/Contractor undertakes to make its occupational risk insurance contributions to the Occupational Risk Insurer in a timely manner. In cases where the personnel assigned to the fulfillment of the Purchase Order/Contract is not to be covered by the occupational risk insurance, the Supplier/Contractor shall submit a personal accident insurance policy as per Annex VI.

3.20. The Supplier/Contractor shall submit, whenever so required by THE COMPANY, proof of timely payment of the contributions to the Occupational Risk Insurer, or irrefutable evidence of the resolution authorizing its self-insurance and the personal accident insurance policies.

3.21. The Occupational Risk Insurance and personal accident policies shall include a waiver of subrogation clause against THE COMPANY.

3.22. For each worker assigned to the performance of the services related to the Purchase Order/Contract, the Supplier/Contractor shall provide, on a monthly basis, the Worker's identification number (CUIL, for its acronym in Spanish), proof of payment of remuneration, proof of the contributions made to the social security system, and a bank checking account held by such worker, as well as all the documentation required in Annex VII in compliance with the procedure indicated therein.

3.23. The Supplier/Contractor undertakes to require its contractors and subcontractors to comply with Law 24,557, being responsible towards THE COMPANY for the payment of the corresponding contributions on the part of its contractors and/or subcontractors.

3.24. The Supplier/Contractor shall comply with all current environmental and occupational safety, health, and hygiene regulations applicable to the Order/Contract and, in any event, with those provisions established in THE COMPANY's internal regulations and practices, which shall be disclosed to the Supplier/Contractor in the course of the purchasing or procurement process and be acknowledged and accepted by such Supplier/Contractor. The Supplier/Contractor shall hold THE COMPANY, its controlling companies and controlled companies, and its respective employees, agents, directors and shareholders, harmless from and against any claim resulting from failure to comply with the foregoing regulations.

3.25. The Supplier/Contractor shall be responsible for and indemnify and hold THE COMPANY, its controlling companies and controlled companies, and their respective employees, subordinates, directors and shareholders harmless from and against any loss, damage or liability of any kind that they may suffer, whether directly or indirectly, arising from or in connection with the compliance and/or non-compliance with the obligations stemming from the Purchase Order/Contract on the part of the Supplier/Contractor, its contractors and subcontractors, and their respective personnel, including, but not limited to, any loss, damage or liability resulting from a claim filed by a third party as a consequence of its or its property having sustained a loss or damage, whether directly or indirectly, arising from or in connection



with the provision of the services or the fulfillment of the obligations on the part of the Supplier/Contractor or its respective personnel.

The indemnities hereby granted constitute permanent obligations and are independent from the other obligations of the Supplier/Contractor, and (i) shall survive the termination of this Purchase Order/Contract; (ii) shall not terminate upon a partial payment; and (iii) may be enforced even before incurring any expenses or making any payment by virtue of the Purchase Order/Contract.

3.26. The Supplier/Contractor hereby acknowledges that THE COMPANY has the right to withhold, in whole and/or in part, at its sole discretion, the payment of invoices, certifications, debit notes and/or payments due and/or to become due under the Purchase Order/Contract in respect of which the non-compliance occurred or under any other contract entered into with the Supplier/Contractor, upon a situation of non-compliance or risk of non-compliance on the part of such Supplier/Contractor and following a demand to remedy such non-compliance within no less than 5 (five) calendar days. Such withholding shall not accrue any interest in favor of the Supplier/Contractor, nor grant it the right to assert any claim, except in the case of willful misconduct or gross negligence established as such by a final and conclusive judgment of a competent court, and payment shall be made, if applicable, to the latter once the non-compliance has been remedied by the Supplier/Contractor.

3.27. The receipt and/or acknowledgement and/or acceptance of these General Conditions by the Supplier/Contractor shall imply its irrevocable waiver of any right to assert the provisions of Sections 991 to 996 and related Sections of the Civil and Commercial Code of the Argentine Republic. Furthermore, if for any reason the relevant Order/Contract were not formalized, or if the Supplier/Contractor were not to commence the performance of the services or the provision thereof, the Purchase Order/Contract shall be deemed as ineffective and the Supplier/ Contractor shall not have any right to bring any type of claim arising from contractual negotiations, preliminary agreements or any other matters or issues related to any precontractual liability or liability of any other kind.

3.28. The Supplier shall, in any event, provide THE COMPANY with samples or prototypes of the goods to be supplied, before providing such goods or on such date as may be required, or product samples from the production line of the Supplier/Contractor for their approval. The foregoing shall also apply for the provision of services where applicable.

3.29. The samples and/or prototypes shall be provided within the agreed time frame and in compliance with the provisions of the quality certification system that THE COMPANY may require in relation to new parts, modifications to product characteristics, and modifications to procedures for all affected dimensions, functions and materials. In case of failure to deliver such samples within the agreed time frame, the Supplier/Contractor shall cover the expenses associated with its delay. The foregoing shall also apply in cases where second or continuous product releases are required due to rejections. It shall be understood that, even though the



Purchase Order/Contract contemplates samples and quotations, this shall not imply any commitment on the part of THE COMPANY to approve such samples or cover the expenses resulting from their production (unless otherwise agreed), nor does it impose any obligation on THE COMPANY to enter into a formal request or negotiation with the Supplier/Contractor with respect to the goods and/or services of which samples have been provided.

4. Coordinator

THE COMPANY shall appoint a coordinator to deal with any matters related to the Purchase Order/Contract (hereinafter referred to as the "Coordinator") Furthermore, it shall provide the Supplier/Contractor with all the information regarding the responsibilities established in the Purchase Order/Contract that shall apply to the Contractor as a consequence of its fulfillment. In the event that no such Coordinator is appointed, the Coordinator shall be the Purchasing Manager until the respective Coordinator is appointed.

5. Assignment of the Purchase Order/Contract. Subcontracting of the Purchase Order/Contract

5.1. The goods and/or services awarded to the Supplier/Contractor, are its sole responsibility. Therefore, the Supplier/Contractor shall not assign, neither in whole nor in part, its contractual position and/or credits and/or collection rights and/or invoices emerging from the Purchase Order/Contract and/or any right without the prior express written consent of THE COMPANY, subject to the terms and conditions it may determine.

5.2. THE COMPANY shall charge to the original Supplier/Contractor an amount to cover the administrative expenses related to the assignment of each invoice assigned.

5.3. The Supplier/Contractor is prohibited from establishing pledges over the Purchase Order/Contract.

5.4. Should the Supplier/Contractor not comply with the provisions of paragraph 5.1, in addition to the Supplier/Contractor being responsible for the payment of the corresponding penalties under the Contract Documents, THE COMPANY shall be entitled to, if applicable, terminate the Purchase Order/Contract on the grounds of non-compliance on the part of the Supplier/Contractor, without prejudice to the right to claim for any damages resulting from such breach.

5.5. THE COMPANY may assign the rights and obligations under the Purchase Order/Contract in whole or in part to any of its direct or indirect controlled companies, controlling companies or affiliates, only being required to notify the Supplier/Contractor to that effect.

5.6. The complete subcontracting of the Purchase Order/Contract is hereby prohibited. Consequently, a breach of this prohibition on the part of the Supplier/Contractor shall authorize THE COMPANY to terminate the Purchase Order/Contract for cause, without prejudice to the right to claim for any damages resulting from such breach, including but not limited to the expenses connected with a new tender or contract.



5.7. The partial subcontracting of the Purchase Order/Contract is hereby prohibited, unless prior written formal consent and notice by THE COMPANY. In such scenario, in order to obtain such prior consent, the Supplier/Contractor shall submit references of the subcontractor to THE COMPANY along with the request for consent, and shall require the subcontractor to submit all the documentation mentioned in the Contract Documents, as well as its written commitment that it will comply with each and every provision of the Contract Documents, all of which shall be promptly submitted to THE COMPANY.

5.8. If a subcontractor is hired, the Supplier/Contractor shall continue to be primarily responsible to THE COMPANY for compliance with all the obligations under the Purchase Order/Contract, even if the goods or services in question are to be directly supplied/provided by the authorized subcontractor. The Supplier/Contractor shall supervise and coordinate its subcontractor, and shall be fully responsible to THE COMPANY for the acts and/or omissions of the subcontractor and the persons directly or indirectly hired by the subcontractor. Subcontracting shall not generate any contractual relationship whatsoever between THE COMPANY and the subcontractor. However, THE COMPANY may, at all times, inspect and monitor the works performed by the subcontractor and the fulfillment of its obligations. The Supplier/Contractor shall indemnify and hold THE COMPANY, its controlling companies and controlled companies, and their respective employees, agents, directors and shareholders absolutely and fully harmless from and against any action, lawsuit, claim, proceedings, sanction, cost and/or charge brought by and/or related to any subcontractor hired by the Supplier/Contractor and/or the personnel, agents or officers of any such subcontractor, in connection with their participation in the provision of the goods and/or services.

5.9. Should a subcontractor not fulfill its obligations under the Contract Documents, in whole or in part, the Supplier/Contractor shall apply the necessary corrective measures immediately. In such a case, THE COMPANY shall be entitled to require the Supplier/Contractor to promptly replace the subcontractor with another, so that the provision of the goods and/or services may continue, in compliance with the conditions of the Contract Documents. In no event shall the foregoing be deemed to constitute an acceptance on the part of THE COMPANY of the subcontractor hired by the Supplier/Contractor, or a release from the liability of such Supplier/Contractor as set forth in this article.

6. Financial Conditions and Tax Obligations

6.1. The prices established in the Purchase Order/Contract and/or its Annexes shall be fixed and final, and shall include all kinds of duties, taxes, charges, levies, fees and contributions with the exception of Value Added Tax (IVA, por its acronym in Spanish) or any other tax of a similar nature, which shall appear separately under a separate entry. If applicable, in cases where the Supplier/Contractor is domiciled overseas, all withholdings for duties, taxes, charges, levies, fees, contributions and/or any other tax shall be the exclusive responsibility of the



Supplier/Contractor, who shall receive the net amount of these withholdings and the relevant withholding certificates verifying the deposit of the amounts withheld by THE COMPANY.

6.2. No goods or services shall be paid that have not been included in the Purchase Order/Contract and/or whose provision has not been previously offered by the Supplier/Contractor in writing, and also accepted by THE COMPANY in writing.

6.3. Advance payments shall be made, when applicable, following submission of the corresponding advance payment bond and/or a performance bond securing the Supplier/Contractor's faithful fulfillment of the obligations to which such advance payment corresponds, to the full satisfaction of THE COMPANY, provided, however, that such advance payment shall be contemplated in the corresponding Contract Documents and clearly established in the Purchase Order/Contract.

6.4. The payment of the Purchase Order/Contract price shall not be considered a waiver of any kind of the rights of THE COMPANY stipulated therein.

6.5. The Supplier/Contractor shall be responsible for any difference related to freight, consignment or any other expenses arising from a non-compliance with the instructions of delivery or with any of the other conditions set forth or applicable to the Purchase Order/Contract.

6.6. Without prejudice to the provisions of paragraph 6.1, the payment of all taxes levied on the business transactions under these General Conditions, shall be the responsibility of the parties in accordance with the law. The taxpayer shall be responsible, in each case, for the correct payment of taxes, which shall be reflected in the corresponding accounting documents.

6.7. Payment of stamp tax, where applicable, shall be the exclusive responsibility of the Supplier/Contractor. THE COMPANY shall pay no invoices until the Supplier/Contractor furnishes proof of having paid such stamp tax in the corresponding jurisdiction.

6.8. THE COMPANY shall make all the tax and pension-related withholdings required by the applicable laws when paying invoices.

6.9. The invoices submitted by the Supplier/Contractor must comply with each and every requirement established by the applicable laws.

6.10. The Supplier/Contractor must inform THE COMPANY its tax condition, in accordance with the applicable laws (VAT registered taxpayer, Non-VAT registered taxpayer, VAT-exempt taxpayer, etc.)

6.11. In every case, the Supplier/Contractor shall provide the bank information described in Annex IV.

6.12. The Supplier/Contractor shall indemnify and hold THE COMPANY, its controlling companies and controlled companies, and their respective employees, agents, directors and shareholders harmless from and against any claim arising from the obligation of the



Supplier/Contractor to pay any kind of duties, taxes, charges, levies, fees and contributions, including attorney's fees and court costs.

7. Terms of Payment

7.1. The terms described in Annex V shall apply.

7.2. The remaining payment terms shall be perfectly defined in the Purchase Order/Contract and/or the rest of the Contract Documents.

8. Acceptance. Contract

8.1. The acceptance by the Supplier/Contractor of the Purchase Order/Contract may be delivered by the means determined by THE COMPANY, including electronic means. In any event, the mere execution of the Purchase Order/Contract entails its acceptance of the General Conditions, excluding all specifications to the contrary not confirmed by written acceptance by THE COMPANY.

9. Term of Delivery/Performance

9.1. The term of delivery/performance established in the Purchase Order/Contract is an essential condition of the execution of the contract and shall be final. As such, it must be complied with in accordance with the quantities, dates and locations specified in the delivery/performance schedules specified and supplied by THE COMPANY. The mere expiration of the term agreed shall entail an automatic default of the Supplier/Contractor without the need for notice of default and/or demand of any kind and shall be sufficient cause for termination.

9.2. In the event of delay, THE COMPANY may choose between accepting the supply, with the imposition of the established penalties, or reject the supply imposing the appropriate fines, without the Supplier/Contractor being entitled to file any sort of claim. Notwithstanding the foregoing, THE COMPANY shall be entitled to terminate the contract and claim for damages.

9.3. THE COMPANY may change, periodically and reasonably, the delivery/performance schedules, or order the temporary suspension of scheduled deliveries without it implying any changes in the price or in the terms and conditions of the Purchase Order/Contract.

9.4. The Supplier/Contractor hereby waives any right to assert the provisions of sections 1031 and 1032 of the Civil and Commercial Code of the Argentine Republic.

10. Warranties

10.1. The Supplier/Contractor hereby warrants and represents that the goods delivered and/or services provided are appropriate for the purposes intended and of first quality and use, and that they meet the safety and quality requirements specified in the Contract Documents, the applicable laws, and THE COMPANY's own regulations, and that they shall be delivered and/or provided in compliance with the established work/execution schedules.

10.2. The Supplier/Contractor further warrants that the goods are of its full property, free of charges and liens in favor of third parties, free of defects, and suitable for commercialization,



further guaranteeing that it holds the patents, licenses and other industrial property rights necessary for the fulfillment of the purpose of the Purchase Order/Contract.

10.3. The Supplier/Contractor guarantees due compliance with the obligations under the Purchase Order/Contract entered into with the Supplier/Contractor, including, but not limited to, the obligations of the latter to its personnel, terms of execution/delivery, etc.

10.4. The warranty period of the goods delivered and/or services rendered by the Supplier/Contractor (hereinafter referred to as the "Warranty Period") shall be established in the Purchase Order/Contract and, failing that, it shall be one (1) year as from the date on which the goods are received or a certification of the services is provided, as applicable, unless longer periods are established by the applicable laws.

10.5. During the Warranty Period, the Supplier/Contractor shall be responsible for any damages and losses caused by any defective provision of the goods or services contracted or bad quality of the materials supplied by the Supplier/Contractor. The Warranty Period shall be interrupted for as long as it takes to perform the corresponding repairs or replacement tasks, which, in turn, shall be guaranteed as from their date of completion, for the same period as that of the warranty.

10.6. If the Supplier/Contractor does not comply with its obligations under the Purchase Order/Contract, THE COMPANY shall notify the Supplier/Contractor of said non-compliance, as required by the warranty provided. Furthermore, THE COMPANY shall be entitled to deduct from the applicable guarantees any additional costs that may result from the fulfillment by a third party of the outstanding obligations of the Supplier/Contractor.

10.7. Non-compliance with any of the conditions of the Contract Documents may result in the return and/or rejection of the goods or services, a demand for their immediate replacement in addition to a claim for any resulting damage or loss and, if applicable, the cancellation of the Purchase Order/Contract for all its effects and purposes, without such cancellation entitling the Supplier/Contractor to any compensation on any grounds, with the Supplier/Contractor waiving any claim based on the operation of this condition subsequent.

10.8. THE COMPANY shall be entitled to offset any amounts owed by the Supplier/Contractor to THE COMPANY for any reason, including, without limitation, penalties, interest, expenses resulting from the non-compliance on the part of the Supplier/Contractor and/or damages against any amounts to be paid by THE COMPANY to the Supplier/Contractor arising from any commercial relationship it may have with THE COMPANY.

10.9. THE COMPANY shall not be responsible to the Supplier/Contractor nor shall it pay the latter any interest and/or costs accrued or generated as a result of any guarantee or holdback thereof, including the respective policies.

10.10. The guarantees and sureties provided and/or taken out by the Supplier/Contractor shall be enforced, as applicable, without prejudice to the other remedies, actions, sureties and security interests on real property and/or personal guarantees that the Supplier/Contractor



and/or any other third party may have established or may establish in the future in favor of THE COMPANY, which shall remain in full force and effect irrespective of their value and amounts, with THE COMPANY being entitled to execute any guarantee and/or surety independently from or in conjunction with and/or simultaneously or successively with the execution of any other guarantee, remedy, surety or action given as a security for the fulfillment of the obligations undertaken by the Supplier/Contractor by virtue of the Purchase Order/Contract, until the full collection of its credit, without prejudice to other obligations that the Supplier/Contractor may secure with its remaining assets.

11. Insurance

11.1. The Supplier/Contractor shall subscribe and maintain the insurance policies listed in Annex VI in effect during the term of the Contract Documents, under the coverage terms and conditions directed by THE COMPANY, and with the insurance companies previously approved by THE COMPANY. The amounts covered shall not be lower than those mandatory as per the applicable laws and regulations. THE COMPANY may request the Supplier/Contractor to submit copies of the insurance policies and proof of compliance with the obligations arising therefrom at any time during the term of the Contract Documents. If applicable, any remaining conditions of insurance shall be defined in the remaining Contract Documents.

11.2. Failure to timely submit proof of the insurance policies shall lead to the suspension of the Supplier/Contractor's right to be paid for the services rendered or goods delivered, entitling THE COMPANY to withhold its authorization to issue the corresponding invoice or to withhold the corresponding payment; with the possibility of suspending the Supplier/Contractor from the COMPANY's list of approved suppliers until effective compliance with its obligations under the applicable regulations is verified. Furthermore, such a breach shall constitute cause for termination pursuant to article 20 of the General Conditions.

11.3. The Supplier/Contractor shall be solely responsible for the costs associated with the foregoing insurance policies. Any balances resulting from the subscription of insurance for amounts lower than those prescribed in the Contract Documents, after payment of compensation upon the occurrence of an insured event, shall be the responsibility of the Supplier/Contractor, enabling THE COMPANY to deduct such balances from any future amounts it may have to pay to the Supplier/Contractor.

12. Penalties for Non-compliance

12.1. The sanctions or penalties for non-compliance by the Supplier/Contractor shall be governed by the remaining Contract Documents.

12.2. THE COMPANY may deduct the amount of such penalties from any payments outstanding and/or due to the Supplier/Contractor, in compliance with paragraph 10.8.

13. Inspections

13.1. The Supplier/Contractor shall perform or oversee the inspections, through the applicable control authority, of those goods subject to any technical and/or safety and/or



environmental and/or health and/or quality regulations and/or contract conditions. Furthermore, the Supplier/Contractor shall hold all the National, Provincial and Municipal permits, registrations, licenses and authorizations, and those of the Autonomous City of Buenos Aires, required for the provision of goods and/or services as established by the applicable laws.

13.2. THE COMPANY reserves the right to inspect the origin of the goods subject matter of the Purchase Order/Contract, and to demand as many tests as may be necessary, at the expense of the Supplier/Contractor. To that end, THE COMPANY shall appoint inspectors who shall have free access to the workshops and manufacturing processes, without such inspection limiting or altering the responsibility of the Supplier/Contractor.

13.3. THE COMPANY reserves the right to verify the authenticity of the documentation and information submitted by the Supplier/Contractor in its place or where THE COMPANY so directs or requests. To that end, THE COMPANY shall appoint inspectors who shall have free access to the certifying documentation, without such inspection limiting the responsibility of the Supplier/Contractor.

14. Delivery and Shipment of the Materials

14.1. All goods supplied shall be appropriately packaged in order to prevent any damage or flaws. THE COMPANY shall admit no charges for packaging unless previously agreed. Under no circumstances shall any of the goods subject matter of the Purchase Orders/Contracts be packaged jointly, except with the express written consent of THE COMPANY.

14.2. All shipments shall be accompanied by a delivery note indicating the amount, name of the product, Purchase Order/Contract number, reference of the Supplier/Contractor and packing list, distributing the document as specified in the Contract Documents.

14.3. All packages shall be externally labeled with the destination of the goods and the corresponding Purchase Order/Contract number, as well as with handling instructions and necessary precautions. The Supplier/Contractor shall observe strict compliance with the applicable laws, including, without limitation, traffic codes and regulations on the safe shipping and packaging of hazardous materials, being exclusively responsible for any damage and loss suffered by persons or property as a consequence thereof.

14.4. In the case of goods that, due to their nature, must be delivered in special containers, the Supplier/Contractor shall comply with the following instructions: a) each container must be labeled with its lot number, manufacturing number and date; b) the Supplier/Contractor shall inform the expiration dates, where applicable, identifying on the container the date as from which such goods should not be used.

14.5. The mere receipt by THE COMPANY of the goods delivered by the Supplier/Contractor shall not be considered a final acceptance of such goods, which shall be subject to subsequent revision. THE COMPANY is entitled to claim defects and/or quality or quantity faults, etc., it being the responsibility of the Supplier/Contractor to take the necessary measures to satisfy such claims.



14.6. The Purchase Orders/Contracts shall be subject to the INCOTERMS 2010, pursuant to the methods specified in the Contract Documents.

14.7. In the case of goods rejected by THE COMPANY, the Supplier/Contractor shall deliver such goods again, in the same quantity and quality and at its sole expense, whenever so requested by THE COMPANY. Notwithstanding the foregoing, THE COMPANY shall be entitled to impose the appropriate penalties, encumbering the guarantee provided by the Supplier/Contractor.

14.8. The Supplier/Contractor shall be exclusively responsible for the goods until the goods have been delivered to THE COMPANY.

14.9. In the event that the Supplier/Contractor is given an advance payment for the purposes of purchasing materials to render the services, the Supplier/Contractor undertakes to allocate such funds for the purposes agreed for the performance of its obligations in due time and manner, and, as from the date of such advance payment, the Supplier/Contractor shall be a custodian of the materials acquired, being solely responsible for their custody and care, as well as for their correct utilization.

15. Receipt of the Goods and Services

15.1. In the event that the services rendered are defective in any way, THE COMPANY shall grant the Supplier/Contractor a period of time to remedy such defects. Should the Supplier/Contractor fail to remedy the defects within such period, THE COMPANY shall be entitled to may do so itself or through third parties, charging such costs against the amounts held as guarantee, or charging the costs to the Supplier/Contractor for the amount of the goods and services not covered by such guarantee, and shall also be entitled to claim for any damage and loss sustained as a result of the breach by the Supplier/Contractor.

15.2. After receiving the goods and/or services, and once the Warranty Period has finished and the replacements and/or repairs that may have occurred during such period have been completed to the satisfaction of THE COMPANY, THE COMPANY shall reimburse the Supplier/Contractor, if applicable, the amounts from the guarantee and repair funds against which no costs have been charged. In the case of services, when the term of the contract is reached upon the exhaustion of the stipulated amount or term, a final certificate of receipt shall be prepared, reimbursing any amounts provided as guarantee.

15.3. In the event of rejected services, the Supplier/Contractor shall perform them again, exclusively at its sole expense. Without prejudice to the foregoing, THE COMPANY shall be entitled to impose the corresponding penalties, encumbering the guarantee provided by the Supplier/Contractor.

16. Knowledge of the Law. Knowledge of the Goods and Services

16.1. The Supplier/Contractor represents and warrants that it has evaluated and has knowledge of the law applicable to the goods and/or services and the Contract Documents.



16.2. The Supplier/Contractor further represents that it has evaluated and assessed the scope of the goods to be supplied and/or services to be rendered, and that it has considered all of the relevant aspects, including the national and international geographical and physical aspects, and the obligations it assumes under the Contract Documents until the extinction of its legal and contractual responsibilities.

16.3. The Supplier/Contractor represents and warrants that it has examined all of the terms, conditions and specifications under the Contract Documents, that it has received all the guidance necessary to that effect, and that it has knowledge of all the conditions which may affect compliance with the obligations assumed and the performance of the works under the terms set forth in the Contract Documents.

17. Submission of Claims by Supplier/Contractor.

17.1. Any potential claims that may be raised by the Supplier/Contractor against THE COMPANY in connection with the Contract Documents (for which a specific period of time is not established therein), shall be presented by reliable means, along with the corresponding arguments and supporting documentation, within ten (10) calendar days from the date of the event leading to the claim. In the event of failure by the Supplier/Contractor to present or support its claim within such period of time, his right to raise such potential claim shall expire.

17.2. THE COMPANY shall approve or reject the claim within fifteen (15) calendar days from receipt of the relevant documentation: upon expiration of such period of time without a clear statement on the part of THE COMPANY, such claim shall be treated as rejected.

18. Penalties. Interest.

18.1. The penalties contemplated in this article shall consist of percentages calculated over the total amount (and its respective updates, if applicable) of the Purchase Order or over that of the Unit Prices and/or the Contract Prices, as applicable.

18.2. The total accumulated amount of the penalties imposed on the Supplier/Contractor for delays may not exceed, in whole, twenty percent (20%) of the full updated amount of the Purchase Order/Contract.

18.3. Failure by the Supplier/Contractor to comply with THE COMPANY'S dispositions and/or any other obligation arising from the Contract Documents, shall subject the Contractor to a daily penalty equivalent to zero point one percent (0.1%) of the total amount (and its corresponding updates, if applicable) of the Purchase Order or the Unit Prices and/or Contract Prices, as applicable, which shall be calculated as from the date of default until the date of effective fulfillment thereof.

18.4. The penalties prescribed in this article shall apply by operation of law upon default by the Supplier/Contractor, who shall be in default by the mere expiration of the terms or non-compliance with the obligations established, without the need for any demand or notice whatsoever. THE COMPANY, without prejudice to any other methods of collection, may collect



the amounts payable as penalties by a deduction or discount from any payment due to the Supplier/Contractor. Any remaining balance shall be paid by the Contractor.

18.5. The penalties applicable to the Supplier/Contractor shall be deemed as a criminal clause under the terms of article 790 and related articles of the Civil and Commercial Code of the Argentine Republic; without prejudice to the right of THE COMPANY to claim damages for breach of contract.

19. Taxes and other Contributions.

19.1. The taxes and contributions contemplated in the Contract Documents include all taxes, rights, duties, charges and contributions of any nature, existing at the time of commencement of the provision of the Services within and outside of the Argentine Republic, in connection with the obligations, services, supplies and/or goods under the Contract Documents.

19.2. In the event of any modifications to the price arising from variations to the Purchase Order/Contract, the Supplier/Contractor shall be responsible for the payment of all the above-mentioned taxes, rights, duties, charges or contributions with respect to such modifications, if applicable.

19.3. The Supplier/Contractor shall bear all costs associated with the applicable Argentine tax and pension contribution systems. Should THE COMPANY be made to pay any of the sums stipulated in this article as a result of any non-compliance on the part of the Supplier/Contractor, the Supplier/Contractor shall reimburse such sums, plus interest, additional amounts, etc., without the need for any demand whatsoever.

19.4. Any changes in the tax law having an actual and effective impact on the costs structure of the Supplier/Contractor, which could not have been foreseen by a responsible and diligent company in its capacity as Supplier/Contractor, may be considered as long as such impact is proven.

20. Termination

20.1. The Purchase Order/Contract shall expire by early termination upon the occurrence of the events set forth in the Contract Documents or upon expiration of its term.

20.1 In addition to those established by law, valid causes for THE COMPANY to terminate the Order/Contract shall include, but are not limited to:

- a) The Inter vivos or mortis causa sale or transfer of the Supplier/Contractor's Company or its transformation into another legal entity, merger or spin-off under the means established by law, or any change in the controlling interest of the Supplier/Contractor under the terms of section 33 of the General Company Law without THE COMPANY'S written consent
- b) Supplier/Contractor's non-compliance with any of the provisions of the Contract Documents and/or the applicable law.
- c) Supplier/Contractor's failure to pay any amount payable to THE COMPANY under the Contract Documents.



- d) Failure by the Supplier/Contractor to resolve any claim brought by third parties against it and/or its personnel for any cause due to which it should indemnify and/or be responsible for in accordance with the Contract Documents and/or the applicable law.
- e) Failure by the Supplier/Contractor to comply with any of its labor, pension-related, social security, work safety and hygiene, environmental protection and conservation and/or insurance provided for in the Contract Documents and/or the applicable law.
- f) Failure by the Supplier/Contractor to comply with any of the obligations related to the establishment, maintenance, adjustment, updating and/or extension of the guarantees provided.
- g) Failure by the Supplier/Contractor to comply with any of the obligations related to the terms and/or method for providing the services and/or supplying the goods; or, if it were foreseen, according to the ordinary course of affairs, that the Supplier/Contractor will not comply with the terms and/or methods and procedures set forth in the Contract Documents for such provision or supply.
- h) Upon Contractor/Supplier's reaching the maximum number of applicable penalties as set forth in the Purchase Order/Contract.
- i) Failure by the Supplier/Contractor to comply with the applicable law.
- e) [sic] Upon any seizures and stoppages of credits ordered by any legal or administrative body, or body overseeing the dissolution of the Supplier/Contractor.
- j) There being more than 20% of the goods and services pending execution / delivery, or such percentage as may be established in the Contract Documents, upon the expiration of the term provided for in Purchase Order/Contract.
- k) Upon the occurrence of an insured event or accident causing damage to persons, property or the environment.
- l) There being serious inaccuracies in the information provided by the Supplier/Contractor, especially regarding quality, security and hygiene, and compliance with labor and pension-related requirements.
- m) Failure to comply with the regulations provided for by THE COMPANY in article 23.
- n) Failure to comply with the confidentiality obligations demanded by the Contract Documents.
- o) In the event of loss of the financial capacity of the Supplier/Contractor, or its substantial decrease in net worth, assignment of assets, notorious insolvency or liquidation, or its filing of a voluntary reorganization or liquidation petition or the fact of reaching an agreement with its creditors in order to prevent its reorganization or liquidation.

20.2 Upon the occurrence of any of the foregoing causes, or in the event of risk of occurrence thereof, the Purchase Order/Contract shall be considered terminated and ineffective as from THE COMPANY's notification of its decision to that effect to the Supplier/Contractor or, if applicable, its assignees.



20.3 In all cases of termination of the Contract Documents due to causes attributable to the Supplier/Contractor, the Supplier/Contractor shall be responsible for all losses, fines, costs and/or damages (including the costs resulting from the cancellation of purchase orders, and any increase in the costs of the services and/or goods and administrative costs suffered by THE COMPANY) as a result of the relevant breach and its resulting termination.

20.4 In the event of termination of the Purchase Order/Contract, THE COMPANY may adopt any of all of the following measures:

- a) Suspend compliance with its obligations.
- b) Execute the guarantees that the Supplier/Contractor may have provided.
- c) Retain the Supplier/Contractor's goods and materials under THE COMPANY's disposal.
- d) Claim for damages and impose the applicable penalties.
- e) Require that the remaining services be provided and/o goods be supplied by a third party at the expense of the Supplier/Contractor.

20.5 THE COMPANY reserves the right to render the Purchase Order/Contract ineffective unilaterally, without or without cause, by notifying the Supplier/Contractor by reliable means to that effect 30 (thirty) calendar days prior to the date in which the Purchase Order/Contract is to be cancelled. The Supplier/Contractor shall not be entitled to any compensation and/or remuneration and/or reimbursement whatsoever, and hereby waives any possible claim against the operation of this condition subsequent. The services or goods provided until the date of the notification regarding the termination are hereby excluded from the foregoing provision.

20.6 In the event of termination or cancellation of the Purchase Order/Contract due to any of the causes set forth in the Contract Documents, and without prejudice to the right the affected party may have to execute individually and/or collectively, as applicable, any of the measures provided for in the Contract Documents, the Supplier/Contractor shall submit to THE COMPANY, if applicable, and promptly, (i) all the documentation related to the Contract Documents in its current status according to the progress made until the date of termination or cancellation; and (ii) all the equipment and/or materials owned by THE COMPANY.

20.7 The Supplier/Contractor waives absolutely, expressly and irrevocably its right to withhold assets as provided for in article 2587 and following articles of the Civil and Commercial Code of the Argentine Republic.

20.8 Failure to deduct or impose any penalties, or the payment of invoices or the authorization of certificates after the event that led to the penalty, shall not constitute a waiver to claim or deduct the amount thereof from future payments, or to demand it to the Supplier/Contractor at any time, nor shall it constitute a waiver for collecting the corresponding penalty in the future.

21 Force Majeure



21.1 Neither party shall be held responsible for failure to perform any of their obligations derived from the Purchase Order/Contract so long as the fulfillment of such obligation is delayed or rendered impossible as a consequence of an act of god or force majeure. Acts of god or force majeure shall mean all those events that meet the conditions set forth in section 1730 of the Civil and Commercial Code of the Argentine Republic.

21.2 Notwithstanding the provisions of the previous paragraph, any suspension of the contractual obligations caused by the Supplier/Contractor's personnel or its subcontractors, either as a result of a labor dispute, union dispute, strike, picketing, etc., may not be claimed as a force majeure event.

21.3 Contractual obligations shall be suspended for the duration of the cause of force majeure. The party affected by such force majeure event shall immediately notify the other party and shall use all reasonable efforts to resolve the cause of the suspension as soon as possible. If, after a period of 30 (thirty) days, the cause of force majeure has not ceased, THE COMPANY may cause the service or goods subject matter of the Purchase Order/Contract to be provided by a third party and/or terminate the contractual relationship, in either case, without the Supplier/Contractor having any right to any claim and/or compensation.

21.4 If the force majeure event continues for a period of more than ninety (90) calendar days, THE COMPANY and/or the Supplier/Contractor shall have the right to terminate the Purchase Order/Contract. In such a case, the Supplier/Contractor shall have the right to receive:

21.4.1 Payment for the services effectively provided or the goods effectively delivered and duly confirmed, as of the date of termination, received and/or that may be received in conformity by THE COMPANY, which have not been covered by previous payments. These payments and their possible deductions shall be calculated in accordance with the Contract Documents.

21.4.2 The amounts due to the Supplier/Contractor in accordance with the previous paragraph shall be invoiced and paid under the terms, conditions and within the periods set forth in the Contract Documents.

21.5 In the event of termination for the reason set forth in paragraph 22.4, the Supplier/Contractor may not make any claim against THE COMPANY for any reason other than those indicated in such paragraph; therefore, the Supplier/Contractor waves any right to make any other claim.

21.6 If, for reasons of force majeure, compliance with the Purchase Order/Contract were impossible, the affected party should immediately notify, if possible, the other party in such regard by notice or otherwise within a maximum period of 48 hours from the occurrence of the event. In such a case, the Purchase Order/Contract shall be terminated from the date of the notice.



21.7 In the event of suspension and/or termination of the Purchase Order/Contract for force majeure, THE COMPANY shall not pay the Supplier/Contractor any amount or any cost, charges or compensation during such suspension nor as a result of the termination.

21.8 In accordance with the provisions of section 1733 of the Civil and Commercial Code of the Argentine Republic, the Supplier/Contractor shall not be released from its responsibility even in the event of an act of god or impossibility of performance, in the cases mentioned in such section.

22 Confidentiality of Information, Documents, and Industrial/Intellectual Property

22.1 When THE COMPANY provides information of any kind to the Supplier/Contractor for the correct provision of the goods and/or services subject matter of the Purchase Order/Contract, such information shall be used exclusively for such purposes, and shall not be reproduced and/or disclosed by any means. The Supplier/Contractor agrees to return such information to THE COMPANY once the offer is completed, or at the request of THE COMPANY. The obligation of confidentiality shall survive for a period of 5 (five) years following the date of termination of the Purchase Order/Contract for any reason.

22.2 The Purchase Order/Contract and the negotiations related thereto shall be strictly confidential for the Supplier/Contractor. Notwithstanding the foregoing, the Purchase Order/Contract and the negotiations related thereto may be disclosed by the Supplier/Contractor with the prior written consent of THE COMPANY and subject to a confidentiality agreement, to its shareholders, auditors, and to its employees and subcontractors should this be necessary for the relevant provision.

22.3 All THE COMPANY's confidential information or industrial/intellectual property (hereinafter referred to as "Confidential Information") made available to, or collected, or otherwise obtained by the Supplier/Contractor, and any copies or extracts thereof, shall remain the property of THE COMPANY, and shall be returned immediately upon the request of THE COMPANY or upon completion of the Purchase Order/Contract.

22.4 The Supplier/Contractor shall use THE COMPANY's Confidential Information solely in connection with the provision of its services and the performance of its obligations under the Purchase Order/Contract.

Unless otherwise required by law, the Supplier/Contractor agrees that neither the Supplier/Contractor nor its personnel and/or subcontractors, or their personnel, shall disclose or assist others in disclosing, either directly or indirectly, except in accordance with the provisions of any other article of these General Conditions, nor use for its own benefit or any third party's benefit, THE COMPANY's Confidential Information and/or Industrial/Intellectual Property without THE COMPANY's prior written consent. Confidential information shall not be made available to third parties outside the commercial and contractual relationship between the Supplier and THE COMPANY without THE COMPANY's written consent.



22.5 This article shall not be applicable to the extent that: (i) the information or property disclosed by the Supplier/Contractor is publicly known or is in the public domain (which has not been revealed by actions or omissions by the Supplier/Contractor in violation of the Contract Documents); (ii) the confidential information has to be made available to an authority lawfully authorized to require such information (in which case the Supplier/Contractor shall immediately notify THE COMPANY of the authority's requirement, prior to disclosing the information.)

22.6 The provisions of this article shall also inure to the benefit of, and be enforceable by, the successors and assigns of the Supplier/Contractor. The Supplier/Contractor undertakes to treat as confidential all technical drawings, know-how, designs, samples, prototypes, trademarks, plans, and generally any information received from THE COMPANY as Confidential Information and any trade secret owned by THE COMPANY. This obligation of confidentiality is assumed by the Supplier/Contractor, and shall extend to its personnel and/or collaborators, and/or subcontractors hired by the Supplier/Contractor, with the understanding that the obligation of confidentiality shall still continue following the termination or cancellation of the Purchase Order/Contract.

23 Anti-Corruption and Anti-Money Laundering.

23.1 Anti-Corruption Policy of THE COMPANY: The Supplier/Contractor and its subcontractors acknowledge and accept that it is the policy of THE COMPANY, its controlling companies, controlled companies, subsidiaries and affiliates to comply fully with all applicable laws and regulations in all the jurisdictions in which THE COMPANY operates. The Supplier/Contractor represents and warrants that it has not taken and shall not take any measure that may be a violation, or involve THE COMPANY in any violation of any law in any jurisdiction in which it operates, or the Argentine Corporate Criminal Liability Act (Law 27,401) [*Ley de Responsabilidad Penal de las Personas Jurídicas de Argentina*] (the "Anti-Corruption Laws").

23.2 To comply with the Anti-Corruption Policy of THE COMPANY, the Supplier/Contractor agrees, represents and warrants that:

a. The Supplier/Contractor is not a governmental entity, state agency, or a company with state participation. If the Supplier/Contractor becomes a governmental entity, state agency, or a company in which a state has an interest during the period covered by the Purchase Order/Contract, the Supplier/Contractor shall immediately notify THE COMPANY thereof, so that THE COMPANY may take precautions and take any appropriate steps to ensure compliance with any applicable Anti-Corruption Laws, and hereby reserves the right to do so.

b. No principal, interest holder, officer, manager, director or agent of the Supplier/Contractor is currently a Public Official (as defined below). If any principal, interest holder, officer, manager, director or agent of the Supplier/Contractor becomes a Public Official during the period covered by the Purchase Order/Contract, the Supplier/Contractor shall immediately notify THE COMPANY thereof, so that THE COMPANY may take precautions



and take appropriate steps to ensure compliance with any applicable Anti-Corruption Laws, and hereby reserves the right to do so.

c. No Public Official is associated with the Supplier/Contractor, or is a holder of a direct or indirect interest in the Supplier/Contractor, or has a legal interest or is a beneficiary of the Purchase Order/Contract between the Supplier/Contractor and THE COMPANY, or of payments to be made by THE COMPANY to the Supplier/Contractor under such contractual relationship. If a Public Official acquires such interest, the Supplier/Contractor shall immediately notify THE COMPANY thereof, so that THE COMPANY may take precautions and take appropriate steps to ensure compliance with any applicable Anti-Corruption Laws, and hereby reserves the right to do so.

d. Neither the Supplier/Contractor, nor any of its principals, interest holders, officers, managers, directors or agents has promised to give, or shall promise to give, or shall cause to be given, in connection with the Purchase Order/Contract, any Bribe (as defined below) (i) to any Public Official or for the use or benefit of any Public Official; (ii) to any other person, either as an advance payment or reimbursement, if they know or have reasons to know that any part of such payment would be directly or indirectly given or paid by such other person, or shall reimburse such other person for the Bribes previously given to any Public Official; or (iii) to any other person or entity, to obtain or retain business or secure any improper advantage, inasmuch as such payment violates any applicable Anti-Corruption Law.

e. Any compensation provided by THE COMPANY is for the entire benefit of the Supplier/Contractor and shall not be transferred or assigned to any other party, and the Supplier/Contractor shall not make any payment to other third parties on behalf of THE COMPANY, without the express authorization of THE COMPANY.

f. The Supplier/Contractor has effective controls that are sufficient to give reasonable assurance that violations of any applicable Anti-Corruption Laws will be prevented, detected and eliminated.

g. If the Supplier/Contractor does not have internal anti-corruption controls that facilitate compliance with the provisions of item f. above, the Supplier/Contractor represents and warrants that: (i) it shall adopt and implement, on or before the effective date of the Purchase Order/Contract, an anti-corruption and anti-bribery policy ("Anti-Corruption Policy"); (ii) within ninety (90) days after the effective date, the Supplier/Contractor and its subsidiaries and affiliates shall have effective information procedures and controls and an internal accounting control system that may be sufficient to give reasonable assurance that violations of any applicable Anti-Corruption Laws will be prevented, detected and eliminated.

h. The operations of the Supplier/Contractor and its subsidiaries and affiliates have been performed, at all times, in compliance with the applicable information obligations, Law 25,246 and money laundering prevention and control supplementary regulations of the Argentine Republic, and all laws related to money laundering in all jurisdictions in which the



Supplier/Contractor operates, or in which it is the owner of assets, and any related or similar law enacted, established or implemented by any Governmental Authority (collectively referred to as the "Money Laundering Laws".) There are no pending Procedures, to the knowledge of the Supplier/Contractor, which may be initiated before any Governmental Authority or by any Governmental Authority.

i. The Supplier/Contractor shall immediately notify THE COMPANY of any violation or potential violation of Anti-Corruption Laws or Money Laundering Laws, and shall be responsible for the damages suffered by THE COMPANY because of the violation or potential violation of Anti-Corruption Laws or Money Laundering Laws by the Supplier/Contractor or its agents.

j. The Supplier/Contractor acknowledges that THE COMPANY has the right to audit the activities and records of third parties to the extent that such activities and records are related to the Contract Documents. The Supplier/Contractor also acknowledges that, if THE COMPANY is informed of any allegation, suspicion or evidence of unlawful, improper or unethical conduct by the Supplier/Contractor, which may raise doubts on the compliance with this article, THE COMPANY (or any third party appointed by THE COMPANY) has the right to investigate such allegations, in which case the Supplier/Contractor shall cooperate in a timely manner. The Supplier/Contractor agrees that, if THE COMPANY concludes, at its sole discretion, that the Supplier/Contractor is not collaborating with any audit or investigation performed in accordance with this article, THE COMPANY shall have the right to terminate the Purchase Order/Contract, with immediate effect. The Supplier/Contractor agrees that THE COMPANY shall not be responsible for any claim, loss or damage related to THE COMPANY's decision to terminate the Purchase Order/Contract in accordance with this provision.

k. THE COMPANY has the right to take appropriate measures required to ensure compliance with the Anti-Corruption Laws or Money Laundering Laws, and hereby reserves the right to do so.

23.3 The Supplier/Contractor hereby acknowledges, accepts and undertakes to comply with THE COMPANY's Code of Ethics and Conduct to the extent that it may apply to the Supplier/Contractor under the Purchase Order/Contract. Such Code of Ethics and Conduct is available at THE COMPANY's website, and the Supplier/Contractor agrees to verify its updates from time to time to check any modification that may be made therein. Therefore, in no event may the Supplier/Contractor allege not being aware of any modification.

24 Dispute Resolution. Applicable Law

24.1 The parties agree to interpret and comply with the Contract Documents in good faith, trying to resolve, within a reasonable time and by mutual negotiations and consultations, any dispute that may arise between them with respect to the application, development, performance, construction and execution of the Contract Documents.

24.2 The Purchase Order/Contract shall be governed by the laws of the Argentine Republic without the rules of private international law being applicable. The place of performance shall



be the place where the goods are to be delivered or the services are to be provided in accordance with the Purchase Order/Contract. If there is no agreement, the goods shall be deemed delivered and the services shall be deemed provided in the City of Buenos Aires.

24.3 The parties irrevocably agree that all controversies or disputes arising out of or in relation to the Contract Documents, their existence, validity, type, construction, scope, performance of the obligations of the parties, or their termination shall be exclusively and finally settled by the General Arbitration Tribunal of the Buenos Aires Stock Exchange (the "Arbitration Tribunal") in accordance with any applicable rules on arbitration at law (the "Rules"), which the parties hereby acknowledge and accept. The arbitration shall be held exclusively in Buenos Aires. The arbitration proceedings shall be conducted in Spanish. Any award related to the arbitration procedures set forth herein shall be final, binding, and may not be appealed to any court of any jurisdiction. Therefore, the parties expressly waive, to the maximum extent possible, any right they may have to appeal or challenge the award, in accordance with article 63 of the Rules (and except for the provisions of article 65 of such rules). Neither the existence of a dispute, nor the fact that an arbitration may be pending hereunder shall release the parties from their obligations under the Purchase Order/Contract.

24.4 The parties agree that, before taking any measure to resort to arbitration, they shall use their best efforts to resolve any dispute in good faith within a period of 30 (thirty) days from the date in which either party has notified the other party for the purposes of initiating the appropriate negotiations. If it is necessary to file a petition with any court of law (for example, to comply with the arbitration award or to issue prohibitory injunctions, provisional measures or similar measures), each party agrees, without prejudice to the foregoing, to submit to the jurisdiction of the National Commercial Court of First Instance for the Autonomous City of Buenos Aires [*Tribunales Ordinarios Nacionales en lo Comercial de la Ciudad Autónoma de Buenos Aires.*] The parties hereby waive the right to require a judicial bond or any similar guarantee.

24.5 Notwithstanding the foregoing, the parties agree that they shall ALWAYS USE their BEST EFFORTS to resolve the issue in good faith and by mutual agreement in accordance with the following procedure:

24.5.1 Within ten (10) business days after the date in which either party notifies in writing the other party of the existence of a dispute or controversy, specifying the controversy or dispute (in the case of the Supplier/Contractor), the parties shall try to resolve the issue through their respective top representatives.

24.5.2 Upon expiration of such period with no agreement having been reached between the parties, the parties' representatives shall refer the issue to the top executives of each party in the Argentine Republic, who shall have a period of ten (10) business days to resolve the issue.



24.5.3 If the parties' top executives fail to reach an agreement to resolve the dispute raised, the parties shall submit such dispute to the procedure set forth in paragraph 24.3.

24.6 The submission of a dispute by either Party to the procedures set forth in article 23 shall not entitle the Parties to suspend performance of their obligations. This is without prejudice to their right to bring any action to which they may be entitled pursuant to the law and the Contract Documents, including the request for provisional measures.

25 Records

The Supplier/Contractor shall keep an updated complete record of the goods delivered and/or services provided under the Purchase Order/Contract, as well as of all the transactions related thereto. The Supplier/Contractor shall keep all such records for at least a period of five years after completion of the Purchase Order/Contract. Such records shall be made available for any possible audit that may be performed by THE COMPANY. In the case of an audit, it shall not apply to the Supplier/Contractor's patents or any additional information in relation thereto.

26 Addresses – Notices

The Supplier/Contractor shall, in the Purchase Order/Contract, establish a domicile in the City of Buenos Aires or any other place to THE COMPANY' satisfaction, where all notices shall be deemed to have been validly given.

27 Annexes and References

27.1 Annexes

- I - Form of Bank Bond for Goods and Services.
- II - Form of Bank Bond for Advance Payments.
- III - Form of Bank Bond for Requests for Proposals.
- IV - Payments via Bank Transfer.
- V- Terms of Payment.
- VI - Insurance. General Purchases and Contracts.
- VII – Control over Suppliers and Contractors. Submission of documents.

27.2 Definitions and Abbreviations

Capitalized terms, when not at the beginning of a sentence, shall have the meanings set forth below or through the Contract Documents.

Governmental Authority

Any nation or government, or any province, state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, including any authority, office, department, board, commission or agency of the government of any other jurisdiction in which a party of this Agreement resides, or any tribunal, court or arbitrator, and any stock exchange or body or authority that regulates such stock exchange.

Special Conditions



A document issued by THE COMPANY which sets out the specific commercial conditions required for the Supplier/Contractor to provide the goods and/or services in the required form and quality. THE COMPANY may dispense with the issuance of the Special Conditions.

Supplier/Contractor

A supplier which basically engages in activities related to the provision of services and/or delivery of goods.

Purchase Order/Contract

A legal instrument which formalizes a contractual relationship in which prices, terms, and conditions are set out for the supply of goods or provision of services.

Coordinator

The person appointed by THE COMPANY to supervise and coordinate the execution of the Purchase Order/Contract.

Technical Specifications

A document issued by THE COMPANY which sets out the technical conditions required for the supply of goods or performance of services in the required form and quality. THE COMPANY may dispense with the issuance of the Technical Specifications.

Public Official

(a) an official, agent or employee of a government, company or corporation owned by any government (or any agency, department or office thereof), political party or international public organization, or who exercises occasionally or permanently public functions, either by popular election or appointed by a competent authority, or (b) an agent, official, or employee of any entity owned by a government.

Bid

Documents required from the bidders invited to quote.

Bribery

Any bribe, improper discount, subornation, influence payment, return or gift of anything of value.

Request for Proposals

Requirement of technical-economic conditions sent to an individual or legal entity, inviting them to quote the required materials or services, and in which the items requested are clearly and accurately described, indicating the conditions under which the bid must be made.

**ANNEX I.****FORM OF BANK BOND FOR GOODS AND SERVICES**

Buenos Aires, [_____]

"THE COMPANY"

Dear Sirs,

At the request of the company (in the case of a de facto corporation, partners must also be included) XX, hereinafter the "CONTRACTOR", domiciled at [in blank], this Bank [in blank]1, hereinafter referred to as the "GUARANTOR", hereby establishes itself as an unrestricted joint and several surety and primary obligor, in favor of [in blank], hereinafter referred to as "THE BENEFICIARY", pursuant to sections 1578, 1591, et seq., and related provisions of the Civil and Commercial Code of the Argentine Republic, expressly waiving any right to the benefits of division and discussion, and of prior notice to the CONTRACTOR, and waiving also the right to request a retraction and an exemption from the bond, or to require its release, pursuant to sections 1583, 1594, and related provisions of the Civil and Commercial Code of the Argentine Republic, for up to the amount of [_____] U.S. dollars (USD) [_____] to guarantee, unconditionally and irrevocably, the proper performance, within the agreed periods and conditions, of each and all of the obligations assumed by the CONTRACTOR in accordance with the Contract/Purchase Order

No. [_____], executed by the CONTRACTOR at [in blank] on [in blank] for the performance of [_____] (hereinafter referred to as the "Contract"), and for any liabilities that may arise from the CONTRACTOR's failure to perform such obligations with respect to the BENEFICIARY and/or third parties related to the BENEFICIARY.

This bond shall be unconditionally executed by the BENEFICIARY, and upon its first and simple request by telegram with acknowledgement of receipt or other reliable means, addressed to our domicile, no prior demand for payment being required from the CONTRACTOR or GUARANTOR, and the GUARANTOR shall be under the obligation to pay the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the above-mentioned period, the authorization and/or consent of the CONTRACTOR not being required and no excuse whatsoever being admissible, including the objection of the CONTRACTOR to the execution and/or payment of this bond. The bond hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the CONTRACTOR, not even if a reduction of debt, extension of time or any other facilities or extensions are granted, or if the CONTRACTOR posts other bonds or creates any security interests in real property, and the obligation to pay the total debt shall survive until full payment thereof, including any interest, court costs and attorney's fees, costs, and/or damages that may arise.

This Bond shall remain in full force and effect until the CONTRACTOR has performed each and all of its obligations pursuant to the Contract. The bond hereby provided by the GUARANTOR



shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have become due and have been satisfied.

For all purposes under this Bond, the GUARANTOR establishes its domicile at [in blank] in the City of [_____], Province of [_____].

Furthermore, the GUARANTOR hereby accepts that any issue related to the effectiveness, interpretation or performance of this Bond shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive jurisdiction of the Courts for the Autonomous City of Buenos Aires, expressly waving any other jurisdiction to which they may be entitled.

1.- Insert Full Name of the Guaranteeing Bank. 2.- The authenticity of the Guaranteeing Bank representative's signature, as well as the powers of such representative, must be certified by a civil law notary public.

**ANNEX II.****FORM OF BANK BOND FOR ADVANCE PAYMENTS**

Buenos Aires, [_____]

"THE COMPANY"

Dear Sirs,

At the request of the company (in the case of a de facto corporation, partners must also be included) XX, hereinafter the "CONTRACTOR", domiciled at [in blank], this Bank [in blank]1, hereinafter referred to as the "GUARANTOR", hereby establishes itself as an unrestricted joint and several surety and primary obligor, in favor of [in blank], hereinafter referred to as "THE BENEFICIARY", pursuant to sections 1578, 1591, et seq., and related provisions of the Civil and Commercial Code of the Argentine Republic, expressly waiving any right to the benefits of division and discussion, and of prior notice to the CONTRACTOR, and waiving also the right to request a retraction and an exemption from the bond, or to require its release, pursuant to sections 1583, 1594, and related provisions of the Civil and Commercial Code of the Argentine Republic, for up to the amount of [_____] U.S. dollars (USD) [_____] to guarantee, unconditionally and irrevocably, the proper performance of each and all of the obligations assumed by the CONTRACTOR in accordance with the Contract/Purchase Order No. [_____] , executed by the CONTRACTOR at [_____] on [_____] for the performance of [_____] (hereinafter referred to as the "Contract"), and for any liabilities that may arise from the CONTRACTOR's failure to perform such obligations with respect to the BENEFICIARY and/or third parties related to the BENEFICIARY.

This bond shall be unconditionally executed by the BENEFICIARY, and upon its first and simple request by telegram with acknowledgement of receipt or other reliable means, addressed to our domicile, no prior demand for payment being required from the CONTRACTOR or GUARANTOR, and the GUARANTOR shall be under the obligation to pay the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the above-mentioned period, the authorization and/or consent of the CONTRACTOR not being required and no excuse whatsoever being admissible, including the objection of the CONTRACTOR to the execution and/or payment of this bond. The bond hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the CONTRACTOR, not even if a reduction of debt, extension of time or any other facilities or extensions are granted, or if the CONTRACTOR posts other bonds or creates any security interests in real property, and the obligation to pay the total debt shall survive until full payment thereof, including any interest, court costs and attorney's fees, costs, and/or damages that may arise.

This Bond shall remain in full force and effect until the CONTRACTOR has performed each and all of its obligations pursuant to the Contract. The bond hereby provided by the GUARANTOR



shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have become due and have been satisfied.

For all purposes under this Bond, the GUARANTOR establishes its domicile at [in blank] in the City of [in blank], Province of [in blank].

Furthermore, the GUARANTOR hereby accepts that any issue related to the effectiveness, interpretation or performance of this Bond shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive jurisdiction of the Courts for the Autonomous City of Buenos Aires, expressly waving any rother jurisdiction to which they may be entitled.

1.- Insert Full Name of the Guaranteeing Bank.

2.- The authenticity of the Guaranteeing Bank representative's signature, as well as the powers of such representative, must be certified by a civil law notary public.

**ANNEX III.****FORM OF BANK BOND FOR REQUESTS FOR PROPOSALS**

Buenos Aires, [_____]

"THE COMPANY"

Dear Sirs,

At the request of the company (in the case of a de facto corporation, partners must also be included) XX, hereinafter the "BIDDER", domiciled at [in blank], this Bank [in blank]1, hereinafter referred to as the "GUARANTOR", hereby establishes itself as an unrestricted joint and several surety and primary obligor, in favor of THE COMPANY, hereinafter referred to as "THE BENEFICIARY", pursuant to sections 1578, 1591, et seq., and related provisions of the Civil and Commercial Code of the Argentine Republic, expressly waiving any right to the benefits of division and discussion, and of prior notice to the BIDDER, and waiving also the right to request a retraction and an exemption from the bond, or to require its release, pursuant to sections 1583, 1594, and related provisions of the Civil and Commercial Code of the Argentine Republic, for up to the amount of [in blank] U.S. dollars (USD) [_____]to guarantee, unconditionally and irrevocably: (i) the proper performance by the BIDDER of each and all of the obligations assumed as such under the bid submitted on [in blank] to the Public Bid/Tender No. [_____] whose purpose is to [_____] (hereinafter referred to as the Public Bid); (ii) that, if the BIDDER is awarded the contract, the BIDDER shall, within the period provided for in the Public Bid, subscribe the relevant contract and at the same time deliver the bid bond provided for in the Public Bid to the BENEFICIARY.

This bond shall be unconditionally executed by the BENEFICIARY, and upon its first and simple request by telegram with acknowledgement of receipt or other reliable means, addressed to our domicile, no prior demand for payment being required from the BIDDER or GUARANTOR, and the GUARANTOR shall be under the obligation to pay the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the above-mentioned period, the authorization and/or consent of the BIDDER not being required and no excuse whatsoever being admissible, including the objection of the BIDDER to the execution and/or payment of this bond. The bond hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the BIDDER, not even if a reduction of debt, extension of time or any other facilities or extensions are granted, or if the BIDDER posts other bonds or creates any security interests in real property, and the obligation to pay the total debt shall survive until full payment thereof, including any interest, court costs and attorney's fees, costs, and/or damages that may arise.

This Bond shall remain in full force and effect until the CONTRACTOR has performed each and all of its obligations pursuant to the Contract. The bond hereby provided by the GUARANTOR



shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have become due and have been satisfied.

For all purposes under this Bond, the GUARANTOR establishes its domicile at [in blank] in the City of [in blank], Province of [_____].

Furthermore, the GUARANTOR hereby accepts that any issue related to the effectiveness, interpretation or performance of this Bond shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive jurisdiction of the Courts for the Autonomous City of Buenos Aires, expressly waving any rother jurisdiction to which they may be entitled.

1.- Insert Full Name of the Guaranteeing Bank.

2.- The authenticity of the Guaranteeing Bank representative's signature, as well as the powers of such representative, must be certified by a civil law notary public.



ANNEX IV.

PAYMENTS VIA BANK TRANSFER

1. For payments in the country

Banks account details are necessary for Purchase Orders/Contracts payable in the country. The account must be opened with the same tax identification number (CUIT) of the Supplier/Contractor, and the details to be specified shall be the following:

- a) Supplier Number, Treasury Contact Person, Address, telephone number and e-mail.
- b) Bank (name and number at the Central Bank of the Argentine Republic (BCRA, for its acronym in Spanish))
- c) Branch (name and number)
- d) Type of account: Checking Account (C.C., for its acronym in Spanish) - Savings Account (C.A., for its acronym in Spanish) - etc.
- e) Account Number (complete)
- f) Order (complete, name of account holder)
- g) Worker's identification number or Tax identification number (CUIL or CUIT) (11 digits)
- h) Universal Banking Code (CBU, for its acronym in Spanish) (22 digits)

2. For payments abroad

For Purchase Orders/Contracts payable abroad via bank transfer to a foreign bank account, the details to be specified shall be the following:

If the supplier's bank is located in the USA and operates within the Federal Reserve:

- a) Supplier Number, Treasury Contact Person, Address, telephone number and e-mail.
- b) Bank account name
- c) Account number
- d) Beneficiary bank and address
- e) FED; Beneficiary Bank's SWIFT code.

If the supplier's bank is outside the USA:

- f) Bank account name
- g) Beneficiary Bank account number: SWIFT (include branch number; always specify IBAN for all transfers)
- h) Correspondent bank in the USA: FED; SWIFT code and address

**ANNEX V.****TERMS OF PAYMENT**

1. Any purchase and/or contract made in the local market for which it is agreed that the invoices will be issued in the legal tender currency -Argentine Pesos- shall be paid within 60 (sixty) days of the date of submission of the relevant invoice, and no price adjustments or financial costs shall be recognized.
2. Any purchase and/or contract made in the local market for which it is agreed that the invoices will be issued in a foreign currency shall be paid within 60 (sixty) days of the date of submission of the invoice.
 - 2.1. Invoices for these transactions shall specify the exchange rate to apply for the payment of the relevant taxes, which rate shall be equal to the foreign currency closing exchange rate in the free foreign exchange market - sell rate - published by Banco de la Nación Argentina and which is in effect on the day before the date of issuance of the invoice.
 - 2.2. The invoice corresponding to the purchase or contract shall be paid with the amount in Argentine Pesos (or other legal tender currency in Argentina), in accordance with the foreign currency closing exchange rate in the free foreign exchange market - sell rate - of Banco de la Nación Argentina, 48 business hours before the date of issuance of the payment order.
3. Any purchase or contract made with foreign suppliers shall be paid in the agreed currency via Bank Transfer of funds from THE COMPANY's foreign accounts, or with foreign currency held in the Argentine Republic, as appropriate, directly to the supplier's account, within the periods established in the Purchase Order/Contract, and in compliance with the rules applicable to the matter.
4. General requirements for invoices and documents to be submitted:
 - Original invoice and duplicate copy issued in the name of THE COMPANY
 - THE COMPANY's tax identification number (CUIT):
 - SAP Order Number:
 - SES (Service Entry Sheet) Number issued by THE COMPANY. All invoices or equivalent documents shall:
 - Comply with any applicable legal requirements as of the date of issuance.
 - Clearly indicate the scope of services/goods, making a brief and accurate description of the invoiced items.
 - Be issued in the same currency as indicated in the SAP Order.
5. Those invoices received without the information described in the previous item shall be returned to the Supplier with no payment. Payments shall be processed only upon receiving a correct invoice. No related charges (late payment charges or interest) arising from an incorrect submission of the invoice shall be accepted.



In every case, invoices shall be sent to the e-mail address Recepcion.Facturas@mirgor.com.ar, and the acknowledgement of receipt will be sufficient to prove receipt of the information sent, without implying acceptance thereof.

The sending of invoices to the requesting user or to any other email addresses of Grupo Mirgor shall not be valid.

In the case of non-electronic invoices, they shall also be submitted to THE COMPANY'S Accounts Payable Invoices Receipt area located at Av. Del Libertador 6350 4° piso, Autonomous City of Buenos Aires, Monday to Friday from 09:00 to 12:00 hrs.

6. THE COMPANY shall make all the tax and pension-related withholdings required by the applicable laws when paying invoices.

**ANNEX VI.****INSURANCE. GENERAL PURCHASES AND CONTRACTS**

For all insurances mentioned in this Annex VI, the Supplier/Contractor shall purchase insurance aimed at redressing the damages caused to THE COMPANY, its employees, directors and shareholders and/or third parties.

The Supplier/Contractor shall be liable for all damages caused as a result of the provision of goods or services to THE COMPANY, by its employees and/or property, whether owned by the Supplier/Contractor or under its care, custody or control. Furthermore, it also undertakes to respond for the damages caused by subcontractors or subcontractors and their employees, and to hold THE COMPANY, its controlling companies and controlled companies, and their respective employees, agents, directors and shareholders, harmless from and against any claim arising from accidents, fines and expenses, including but not limited to legal fees and costs, without the required insurance and/or requested compensation caps limiting its liability. The Supplier/Contractor shall have all the insurance policies listed in the Contract Documents, purchased from authorized companies to THE COMPANY'S full satisfaction. The scope of the obligations and/or responsibilities due to failure to obtain insurance or due to insufficient insurance coverage shall not be detrimental to THE COMPANY in any way. Likewise, the amounts covered shall not be lower than those required by the applicable laws and provisions. The insurance policies listed in this Annex, except for that provided for in section 4.b) hereto, shall name THE COMPANY as co-insured. Moreover, all of the policies listed in this section shall include an additional clause whereby the relevant insurance company expressly waives any right of subrogation against THE COMPANY, its affiliates, controlling companies and controlled companies, officers, employees, contractors or workers and supplier or contractor companies other than the Supplier/Contractor. All of the amounts indicated in each case shall be increased by the Supplier/Contractor if applicable, pursuant to the law and the customary practices applicable in each case.

1. CLAUSES COMMON TO ALL PURCHASES AND CONTRACTS.

1.1. Document submission: The Supplier/Contractor shall submit the related policies or the certificates of coverage that show that such policies are in the process of being issued before the execution of the Purchase Order/Contract, when the Insurance Company receives full payment of the related premium or a partial payment by the due date of each installment agreed upon with the insurance company.

1.2. In those cases where the certificate of coverage is valid for less than one year after the policy effective date, the regularization thereof for each period shall be made before the expiration date of the document.

1.3. Suspension of payments: Failure to submit the insurance policies when due shall enable THE COMPANY to take the necessary preventive measures until the Supplier/Contractor complies with such requirement, which includes withholding payments.



1.4. Excess amounts, Deductibles and/or Underinsurance: Any balance resulting from the payment of compensations upon the occurrence of insured events, whether due to underinsurance or the application of excess amounts, shall be borne by the Supplier/Contractor, and/or the subcontractors of the main Supplier/Contractor.

1.5. Extension of obligations to subcontractors: The Supplier/Contractor shall require that its Subcontractors have the insurance policies listed in the items above, with the same requirements as the ones imposed on them by THE COMPANY.

1.6. Contractor's obligations in case of an incident that may give rise to a claim/occurrence of an insured event: The Supplier/Contractor shall inform THE COMPANY upon the occurrence of any incident/insured event related to the works performed under the Purchase Order/Contract immediately and by reliable means, undertaking also to inform the insurance company within 24 hours after the event.

Moreover, it agrees to provide all the information that may be requested to THE COMPANY at any time.

1.7. The Supplier/Contractor shall submit to THE COMPANY a copy of the report filed with its return receipt, and all the information related to the event that may be requested.

1.8. In addition to the above conditions, the insurance companies shall be required to include the following clauses in the insurance policies:

i. Policy no modification clause.

ii. Waiver of subrogation clause in favor of THE COMPANY and/or its employees and/or officers and/or representatives and/or affiliate companies and/or insurance companies.

iii. Notification clause for non-payment under the policy.

2. INSURANCE POLICIES REQUIRED IN ALL CONTRACTS WITHOUT PREJUDICE TO ADDING THOSE FOR: "GENERAL CONTRACTS," "TURNKEY PROJECTS" AND "TRANSPORTATION"

2.1. Workers compensation insurance: The Supplier/Contractor shall observe the provisions of Law No. 24557 (Occupational Risk Insurance Law) and any future amendments thereto, as well as the provisions of Decree No. 84/96 and applicable regulations on health and safety in the workplace, holding THE COMPANY, its controlling companies and controlled companies, and their respective employees, agents, directors and shareholders harmless at all times, without prejudice of the obligation of indemnity assumed by the Supplier/Contractor, through a waiver of subrogation clause in their occupational risk insurance policies, under the following terms:

" The occupational risk insurance company expressly waives the right to initiate any recourse claim against [] and/or its subsidiaries and/or affiliate companies and/or shareholders and/or officers and/or employees and/or workers and/or contractors and/or subcontractors, whether based on section 39.5 of Law 24557 or any other legal regulations, arising out of the monetary compensations or compensations in kind that it is required to give to dependents or former



dependents of ... (contractor company)... covered by this policy due to occupational accidents or occupational disease suffered or contracted as a result of or during work or en route from the worker's domicile to the workplace".

The occupational risk insurance company agrees to promptly notify [] of all cases of non-compliance with the policy by the insured, especially cases of non-payment under its terms, in whole or in part, within 10 days after occurrence.

The Supplier/Contractor undertakes to require its Subsuppliers/subcontractors to comply with Law 24557, being responsible towards the company for the payment of the corresponding contributions on the part of its Subcontractors. The Supplier/Contractor shall require that the occupational risk insurance policies purchased by its Subcontractors contain a clause identical to the one transcribed above whereby the occupational risk insurance company waives the right to initiate claims against the company [] and/or its officers, employees or workers and contractors.

Whenever work is performed by foreign workers, the Supplier/Contractor shall purchase sufficient coverage to comply with the law of such employees' countries of origin.

The workers to perform the works must be named in the certificate of coverage or in the list stamped by the occupational risk insurance company in question.

The Supplier/Contractor undertakes to require its Subsuppliers/subcontractors to comply with Law 24557 and supplementary regulations, being responsible towards THE COMPANY for the payment of the corresponding contributions on the part of its Subsuppliers/subcontractors. The Supplier/Contractor shall require that the occupational risk insurance policies purchased by its Subsuppliers/Subcontractors contain a clause identical to the ones transcribed above; specifically, the occupational risk insurance company shall waive any rights to initiate claims against THE COMPANY and/or any group company and/or its officers, employees and dependents and suppliers and/or contractors, in all cases.

2.2. Personal accident insurance: In cases where the personnel assigned to the contract is not to be covered by the occupational risk insurance, a personal accident insurance policy shall be submitted, which includes at least the following terms:

Accidental Death up to AR\$ 450,000 (four hundred fifty thousand Argentine pesos), full and/or partial disability up to AR\$ 450,000 (four hundred fifty thousand Argentine pesos), medical and/or pharmaceutical expenses for AR\$ 45,000 (forty-five thousand Argentine pesos) and should include THE COMPANY as beneficiary, at the request of the main contractor.

2.3. Mandatory group life insurance policy, as per Decree 1567/74: Supplier/Contractor shall submit the policies that prove compliance with the provisions on mandatory life insurance as per Decree 1567/74.

2.4. "Convenciones Colectivas de Trabajo": "Collective Bargaining Agreement" life insurance: in those cases where the collective bargaining agreement for the relevant union



requires another life insurance in addition to the one mentioned in the previous item, the policies and/or certificates proving such compliance should also be submitted.

2.5. Automobile Civil Liability Insurance: The Supplier/Contractor should submit an automobile insurance policy covering civil liability for damages to third party property, and/or bodily damage and/or death, and additional passenger and non-passenger liability insurance whenever the service thus requires. Under Resolution No. 39927 issued by the SSN (Argentine insurance regulatory agency), the compensation limit would be AR\$ 6,000,000 (six million Argentine pesos) for automobiles, vans, trailers, motorbikes, powered bicycles, motor homes, rental cars without a driver, trailers and AR\$ 18,000,000 (eighteen million Argentine pesos) for taxis, private hired cars, rural machinery, trucks, trailers, emergency services, law enforcement, M1 passenger transportation vehicles or the minimum values that may be applicable in the future (a term that will also be applicable to the insurance policies listed below).

In addition to the applicable clauses, the policies should also include the following clauses if so required, with without it implying a limitation of liability:

i. Waiver of subrogation: It is established that, should compensation be paid for incurred losses under this policy coverage, this insurance company waives its right of subrogation against [in blank]

ii. Additional insureds in the case of provision of services: It is understood and agreed that the individuals and/or legal entities mentioned on the Policy Cover Sheet shall be considered to be insured, for the term indicated therein, provided the loss occurs arising out of or in connection with the provision of a service by the insured in favor of [in blank]. Likewise, and when applicable according to the type of service that is hired, the Supplier/Contractor should be asked to include the following coverage clauses:

iii. Limitation of the passenger and non-passenger liability insurance coverage for motor vehicles.

2.6. Other insurances: THE COMPANY may require that additional insurance policies be purchased if thus required by the characteristics of the services provided. Such insurance policies shall be listed in the Special Conditions.

3. GENERAL CONTRACTS

Insurance for general purchases and contracts, in addition to the general requirements of item 0 and 2, shall include the following:

Civil liability insurance: The Supplier/Contractor shall obtain civil liability insurance covering all damages that may be caused by the Supplier/Contractor or its subcontractors to third parties and/or third party properties, environmental damages, and damages caused to THE COMPANY and/or its personnel and/or its property in connection with the activities and/or the specific purpose of this agreement. The required minimum insured amount to be used exclusively by THE COMPANY is US\$ 200,000.00 (two hundred thousand United States dollars) per insured event, with an excess amount not higher than US\$ 500 (five hundred United States



dollars) per event. The policy should state that it covers crossed, contractual, subsidiary civil liability of contractors and subcontractors, liability for property damage and/or personal damage caused to third parties, as well as liability derived from material damage, bodily harm and their consequences suffered by Supplier/Contractor employees, or any person related to the Supplier/Contractor through any employment or learning relationship, all this as from the date the Work is begun through the end of the Warranty Period, without them representing a limited coverage requirement.

Contractor equipment insurance: The Supplier/Contractor shall submit to THE COMPANY an all risk contractors equipment insurance policy with a clause waiving the right of subrogation against THE COMPANY in case of damage and/or loss of equipment. Such insurance policy should also cover civil liability arising from operating the equipment, and in case of circulation on public roads, the automobile civil liability insurance mentioned in item 2 should also be added.

4. TURNKEY CONTRACT INSURANCE

Turnkey contract insurance policies should include the following requirements in addition to the general requirements of item 0 and 2:

- a) Contractor assets and equipment insurance: The Supplier/Contractor shall submit to THE COMPANY an all risk contractor assets and equipment insurance policy with a clause waiving the right of subrogation against THE COMPANY in case of damage and/or loss thereof.
- b) Transportation insurance: The Supplier/Contractor shall submit a transportation insurance policy to cover any loss and/or damage to the materials and/or equipment to be integrated into the works related to the Purchase Order/Contract, while being transported.
- c) Civil liability insurance for land operations: The civil liability coverage shall be obtained by the Supplier/Contractor with a limit not lower than US\$ 200,000.00 (two hundred thousand United States dollars) and an excess amount not higher than US\$ 500 (five hundred United States dollars), or as stipulated in the Contract Documents. Any liability derived from losses occurred as a result of or in connection to the tasks related to the Purchase Order/Contract. The policy should state that it covers crossed, contractual, subsidiary civil liability of contractors and subcontractors, liability for property damage and/or personal damage caused to third parties, as well as liability derived from material damage, bodily harm and their consequences suffered by Supplier/Contractor employees, or any person related to the Supplier/Contractor through any employment or learning relationship, all this as from the date the Work is begun through the end of the Warranty Period, without them representing a limited coverage requirement.

The

- i. Mandatory group life insurance
- ii. Automobile Civil Liability Insurance.....
- iii. Transportation Insurance, and



iv. Civil Liability Insurance for Land Operations policies shall include THE COMPANY as additional insured, transferring all compensation benefits thereto.

5. TRANSPORTATION INSURANCE FOR COMPANY PRODUCTS

Transportation insurance policies should include the following requirements in addition to the general requirements of items 0 and 2:

- i. Civil liability insurance: The Supplier/Contractor must have civil liability insurance including loading and unloading operations for up to US\$ 200,000.00 (two hundred thousand United States dollars) per event, with an excess amount not higher than US\$ 500 (five hundred United States dollars), with THE COMPANY as Additional Insured for the tasks related to this Contract.
- ii. Freight insurance: To be borne by THE COMPANY.

**ANNEX VII.****CONTROL OVER SUPPLIERS AND CONTRACTORS. SUBMISSION OF DOCUMENTS.**

Controls shall be undertaken to verify whether the Supplier/Contractor operating with THE COMPANY complies with labor and social security obligations for its personnel. These controls shall include vehicles and equipment.

They shall be applied according to the classification given to each contract.

1. General considerations

1.1. Together with the first submission of the documentation, the Supplier/Contractor shall designate and notify THE COMPANY of the person(s) authorized to represent it when receiving the Purchase Order/Contract.

1.2. THE COMPANY shall allow the Supplier/Contractor to submit a true, fully legible copy of the documentation that may be requested, stamped and signed by a representative of the Supplier/Contractor authorized for such purposes, including the caption "THIS IS A TRUE COPY OF THE ORIGINAL." Nevertheless, the Supplier/Contractor shall submit the original copies of such documentation if required, within the terms established by the applicable law.

1.3. The hiring of independent personnel by the Supplier/Contractor will only be accepted in the case of independent professionals who provide services sporadically from time to time. No permanent and continuous commercial/employment relationship will be accepted, nor should there be any economic, financial, hierarchical or technical dependence between independent personnel and the Supplier/Contractor which may point to the existence of a covert employment relationship.

1.4. In those cases where there is an IT tool supporting the control process, the Supplier/Contractor shall comply with all the requirements that may be established to such end, within the terms set forth in the instructions for the Registration and Control of Hired Personnel.

1.5. Should the Supplier/Contractor be registered in some type of payment plan related to their labor and/or pension-related obligations, they should be completed before the end of the current contractual relationship, unless expressly authorized by a COMPANY Director. Likewise, a payment plan may not be requested if already registered in another one.

1.6. In those cases where the Supplier/Contractor subcontracts with third parties to perform works or services which were not listed in the technical offer awarded, within and/or without THE COMPANY'S premises, they shall previously inform in writing that they have been approved by the Contract Inspector. Should the subcontract be for the main purpose of the Contract, the Inspector shall notify Procurement of such situation.

Supplier/Contractor shall provide the name and last name of the individual or business name of the legal entity to work as subcontractor. Should it not be available, the documentation for its appointment will be rejected.



1.7. Should there be more than one Purchase Order/Contract, the required documentation shall be submitted for each one of them, unless the resources are exactly the same. In such case, only one copy of the documentation shall be filed with different cover sheets for each Purchase Order/Contract.

1.8. In case of objections to the documents filed, the Supplier/Contractor shall produce in a single submission the supplementary documentation redressing such objections, duly identified by contract and period. Only one submission shall be admitted in addition to the monthly submission.

Any requirements that remain unfulfilled after the supplementary submission may be redressed at the time of the next monthly submission.

2. Obligations of the Supplier/Contractor

2.1. Registration, assignment, update and deletion

The Contractor shall register personnel, vehicles and equipment, assign vehicles and equipment to the contract, and generate the related personnel assignment request, which shall be approved or rejected by the Contract Inspector and the HR Manager.

Moreover, it shall keep the declared information up-to-date and inform of any deletion/removal.

2.2. Documentation

Once the assignment request is approved, the documentation required in the instructions for the Registration and Control of Hired Personnel should be submitted, 72 business hours before the stipulated date of registration. Keep the insurance policies up-to-date and submit the documentation in a timely manner according to the formalities established by THE COMPANY.

2.3. Communication

Communications between the Contractor and THE COMPANY must be made through a note with the Contractor's letterhead or an equivalent record.

3. Controls over the documentation

Controls over the documentation shall be performed as established in the instructions for the Registration and Control of Hired Personnel, in four stages:

a) Before the Contract begins

The Contractor should declare: its own personnel, vehicles and equipment and those of its subcontractors to provide the service that is the purpose of the Purchase Order/Contract.

b) When starting to perform the Purchase Order/Contract

When entering THE COMPANY'S premises, the Contractor shall submit to the Contract Inspector the supporting documentation that may be required for completing the issuance of the related credentials.

c) During the performance of the Contract

The Contractor shall submit the list of the resources assigned to each Purchase Order/Contract, according to the monthly checklist, together with the rest of the required documentation.



d) Once the activities are finished

The Contractors should declare their own personnel, vehicles and equipment that cease to be assigned to the service subject matter of the Purchase Order/Contract, at the time of occurrence, and indicate the reasons for the removal.

4. Penalties for Non-compliance

4.1. Failure to submit current critical documentation: the work will be allowed to continue and the Contractor will be urged, through a written notice, to redress the situation within a certain term, under penalty of the work being interrupted due to the Contractor's fault. Should such noncompliance fail to be redressed within the term indicated in the notice, the work will be interrupted.

4.2. Failure to submit the insurance policies: In this case, personnel for whom documentation has not been submitted may not be hired and the Contractor will be urged, through a written notice, to redress the situation within a certain term under penalty of the workers not being allowed to be hired until the situation is redressed.

4.3. Failure to submit the Sworn Statement of Periodic Psychological and Physical Examinations: In this case, personnel for whom documentation has not been submitted may not be hired.

Furthermore, as established in THE COMPANY'S procedures, in case of failure to submit the required documentation established by THE COMPANY and/or group companies, a withholding shall be applied on the amount invoiced during the relevant period.

Should this noncompliance persist in successive periods, a second withholding shall be applied, after which, if the situation is not redressed, THE COMPANY and/or group companies may withhold larger amounts than those applied until then, and even terminate the Contract under the Contractor's sole responsibility.

4.4. The full withheld amount shall be reimbursed once the Contractor has submitted all the missing documentation that gave rise to the withholdings and has THE COMPANY'S relevant approval by the established audit dates.