

## GENERAL CONDITIONS

### 1. GENERAL

a. Unless otherwise agreed in writing or except where they are at variance with:

- contracts performed with government bodies or any other public entity or
- the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of Sapei Control or any of their agents (with regards the "Company") and consequently all contracts, agreements and pacts shall be governed by these general conditions of service (hereinafter the "General Conditions").

b. The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client")

c. Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope or aim of the services or the delivery of certificates resulting therefrom (the "Reports"). Client hereby irrevocably authorizes the Company to deliver Reports to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice generally admitted.

### 2. PROVISION OF SERVICES

a. The Company is a business dedicated to perform services of inspection, sampling, analysis and tests. Such as:

\* Performs standard services which may include all or any of the following:

- . Quantity or Quality inspections;
- . Inspections of goods, facilities, equipments, packaging, tanks, containers and means of transportation;
- . Loading and unloading supervision;
- . Sample preparation and sampling; Sample sending to laboratory and analysis of results;
- . Survey and audit;
- . Weight verification or certification.

\* Special service according to what is convenient to the company. When standard services mentioned before are exceeded, the Company will only take care of them in a particular agreement, with previous evaluation and a special authorization if it is in reach of the Company.

b. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company (if the inspection method proposed by the client is perceived inappropriate, the Company will inform it to the client) or, in the absence of such instructions:

- the procedures and standards of the Company;

and/or

- Any relevant trade custom, general usage or practice which could result of application in the handled sector; and/or

- Such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

c. Information stated in Reports are derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

d. Reports issued further to inspection or testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

e. Every preliminary or partial report that is presented to the client will be used to the exclusive risk of the client, and the Company will not assume any responsibility for any difference between the information in the preliminary report and the information in the final report, signed by the authorized representative of the company.

f. Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Consequently, the client accepts and assumes that the Company has no other responsibilities than the ones previously mentioned, and agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

g. Reports issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2b. The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

All the reports and registers will be kept in a file for a period of six (6) years.

h. The Company may delegate the performance of all or part of the services to a proper agent or subcontractor to perform the activity. The Company will inform the client the intention of subcontracting; as a consequence, the Client authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.

- Should Company receive documents reflecting

engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

**j.** Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

**k.** All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits – perishable characteristics, alteration of its properties with the course of time, etc. - and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

**l.** If during the service, an abnormality is observed or in case of doubt about the suitability of the item to the planned inspection, or when the item does not correspond with the supplied description, the company will talk with the client before of continuing.

### 3. OBLIGATIONS OF CLIENT

The Client will:

- a.** ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- b.** procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- c.** Supply, if required, any special equipment and personnel necessary for the performance of the services;
- d.** ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services;
- e.** inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- f.** Fully exercise all its rights and discharge all its

liabilities under any relevant sales or other contract with a third party and at law.

### 4. FEES AND PAYMENT

**a.** The client must pay the according money in the contracting moment and of the additional services that had been required previously. When the service price has not been established before between the Company and the Client in the moment of accepting the intervention order by the company or in the moment of negotiating the contractual terms of the service, the price of the services will be established by the company's fare which the client states to know and which may change.

**b.** Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

**c.** Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, appeal, counter claim or set off which it may allege against the Company.

**d.** Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

**e.** Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

**f.** In case the payment agreement with the creditor is suspended because of bankruptcy, insolvency, liquidation or termination of business by the client, the company will have the right to cease all the services immediately and without any responsibility.

**g.** In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavor to inform Client (via e-mail, or to the address in the contract/receipt) and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services. In the same way, the company is authorized to charge those corresponding quantities to the complementary compensation to cover the additional time and expenses that may incur to execute the hired services.

### 5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to, in any time and without liability, either suspend or terminate provision of the services in the event of:

- a.** Failure by the Client to comply with any of its obligations hereunder and such failure is not

remedied within 10 days after the notice of such failure has been notified to Client; or  
b. Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, judicial administration or cessation of business by Client; or  
c. If the service given results to be impossible for occurrence of a fortuitous event or majeure force not attributable to the Company; or  
d. If the Company could not execute the whole or a part of the required services, as a consequence of any cause out of the Company's control, including the unfulfillment of the client's obligations established in the previous clause 3. The Company will remain exempted of any responsibility for the partial or total non-compliance of the required service. Besides, the Company will have the right, and consequently remain from that exact moment authorized, to claim:

1. The reimbursement of all those outputs in which the Company could have incur.
2. An equivalent amount of the sum of the effectively given services until said moment.

#### 6. LIABILITY AND INDEMNIFICATION

##### a. Limitation of Liability:

1. The Company is neither an insurer nor a guarantor and disclaims all liability that might correspond to an insurer or guarantor. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
2. Reports are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting suitable on the basis of such Reports. Neither the Company nor any of its manager, employees, agents or subcontractors shall be liable to the Client nor any third party for any actions taken on basis of such Reports nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
3. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by the Client to comply with any obligations of their concern.
4. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fees paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser to apply one or the other formula.
5. The Company shall have no liability for any indirect or consequential loss (including the lost profit or the loss of benefit).

6. In the event of any claim or appeal, the Client must give written notice to the Company within 30 days after the discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense of any nature, unless suit is brought within one year from:

- i. the date of performance by the Company of the service which gives rise to the claim; or
- ii. the date when the service should have been completed in the event of any alleged nonperformance.

##### b. Indemnification:

Client shall guarantee to hold harmless and indemnify the Company and its managers, employees, agents or subcontractors against all claims (real or pretended) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

##### c. Lack of third beneficiaries:

Unless of what the client makes known by hand and the parts agree previously, the client obtains the Company's service exclusively by its own and not in name of other person or entity, and does not act as agent or representative, or any other type of representation. The client and the Company agree that (in exception of the clients that explicitly dispose what is mentioned in this Terms and General Conditions) there is not third party who benefits in this contract between the company and the client. This Terms and General Conditions will not be interpreted in any case as a stipulation to a third party's benefit, so no one but the client has any right with regards with this stipulation, not being able to apply the Law number 24.240 of the Consumer Defense.

#### 7. MISCELLANEOUS

- a. If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- c. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.
- d. The Company commits to keep the confidentiality of the obtained information or generated one during the service, except when obliged by Law to spread information or when

authorized by the contractual compromises. The Company will previously inform the client what information is intended to make public, unless it is prohibited by Law.

e. Confidentiality abdication. In case that the Client uses any Company's Inform (entirely or partially) in a form that involves the Company in a legal dispute or that affects the Company's reputation in an unfavorable form, the Company will have the right of using all the Client's information including, as an illustrative title, the data, register, instructions, notes, samples or documents that are in custody or under the Company's control which may be related with a better defense of interests of the Company and only under its criteria with the purpose of offering the necessary defense or to refute such circumstances. If the analyzed samples or of any other form used by the Company, might be in the Client's property, he awards the irrevocable right to the company so that they can count physically with such elements and use this samples with the illustrative purposes of assuring the quality or questioned reputation and to the only standard of the Company, whom will be able of calling the necessity of internal investigation, tendency analysis, controversy resolution and ulterior capacitation. In all cases, the Client won't be able to appeal any legal or contractual limitation of the confidentiality.

f. The Company compromises to look out for the impartiality and objectivity of the performance of the inspection activity.

#### **8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

This General Conditions are govern by the Argentina Republic's Law and are restrain to the exclusive jurisdiction of the Rosario's City Court in Santa Fe.

None modification, emendation or resignation of any of this Terms and General Conditions will have any effect unless it is handwritten and signed by a Company's proper authority.

#### **9. LANGUAGE AND COMUNICATION**

a. The communication between the Client and the Company is only considered delivered when it is sent by e-mail, mail, messaging or on hands delivery with exclusion of any other means of communication. Any other type of communication done via texting means or application or verbally, will have to be confirmed via e-mail. Then it will be considered as effectively realized.

b. This Terms and General Conditions have been written in Spanish and are available in the Company's Web Site <http://www.sapei.com.ar>. In case of inconsistency, the Spanish text will prevail.

<b>Aprobado por:</b>
<b>Función:</b>
<b>Fecha: 22-05-2019</b>
<b>Firma:</b>

Uncontrolled Copy