

General Terms and Conditions for Procurement Agreements ("Procurement Terms" or "Procurement Terms and Conditions") of TÜV Rheinland Argentina S.A., hereinafter "TR"

1. General / Validity

1.1 The following General Hiring Terms and Conditions apply exclusively to all purchases, products and services (hereinafter referred to collectively as "Services", "Products" or "Goods") commissioned by TR.

1.2 TR does not acknowledge any other General Hiring Terms and Conditions from the Company hired in relation to the Services to be provided to TR (hereinafter referred to as "the Company") that contradict, in whole or in part, these General Hiring Terms and Conditions, unless TR has expressly accepted their validity in writing.

1.3 These General Terms and Conditions for Procurement Agreements ("Procurement Conditions" or "Procurement Terms and Conditions") from TR shall apply even if TR accepts the Services unconditionally knowing that the Company has General Hiring Terms and Conditions that contradict the ones contained herein.

2. Scope of Services

2.1 The scope of the Services to be developed by the Company is established in accordance to TR's purchase order or to the corresponding individual agreement.

2.2 The Company is responsible for supervising, controlling and inspecting the rendering of Services, as well as the organizational integration with TR's operating process.

2.3 The Company confirms it has received detailed information as to the nature and scope of the services agreed upon for the commission and, therefore, is not entitled to any possible additional claim regarding any lack of knowledge that may be alleged.

3. Delivery of Goods, Packaging and Transport

3.1 Delivery shall take place DDP (pursuant to Incoterms 2000) at the address that appears on TR's purchase order or on the individual agreement entered into. If no address has been established in the purchase order or the agreement, delivery shall take place in one of the following addresses, whichever is closer to the offices corresponding to the Company:

- i) San José 83, Piso 7, (C1076AAA), Autonomous City of Buenos Aires.
- ii) Av. Cabildo 642, Piso 8, (C1426AAT) Of. 803, Autonomous City of Buenos Aires.
- iii) Juan Battle Planas 2241, B Tablada Park, (X5009JIC), Córdoba, Córdoba.
- iv) Avda. Córdoba Oeste 1375, (5400), San Juan, San Juan.
- v) Juan B. Justo 67 - 3° B, (Q8300DMB), Neuquen, Neuquen.
- vi) Alsina N° 394 – Esquina Maipú, (U9000CUD), Comodoro Rivadavia, Chubut.

3.2 Goods must be conveniently packed and identified, and must reach their destination through the most appropriate means of transport, free from defects.

3.3 The Company shall be responsible for the damages originating from a deficient packaging or inappropriate transport. In addition, in the terms agreed later on in Section 5, the Company guarantees the nonexistence of hidden defects (even if TR should have had knowledge of them

by means of an appropriate examination of the circumstances at the moment of their acquisition) and/or latent defects in the Goods.

3.4 TR shall be entitled to return damaged Goods, with hidden or latent defects, and the packaging material to the Company, to terminate the agreement and/or file a claim for the damages caused.

3.5 The return of the Goods and packaging material shall be carried out at the Company's own cost and risk.

4. Term for Performance of Services and Delay

4.1 Services must be provided by the Company at the set date or within the established term.

4.2 If for any reason attributable to the Company, the Company fails to perform or does not comply with the terms and dates established, TR shall be entitled to demand a contractual penalty amounting to 0.25% of the total price of the purchase order in question for each day of delay.

This contractual penalty shall be limited to 5% of the total price of the purchase order for every breach of contract by the Company in relation to the provisions of Section 4.1. The above mentioned contractual penalty shall be immediately enforceable without need of any prior request, nor demand, and shall not affect any other legal rights pertaining to TR, including the right to demand that the Company fulfill the agreement or provide the corresponding indemnity. This contractual penalty may be settled against any indemnity claim of the Company against TR.

4.3 As soon as the Company becomes aware that the Services may not be performed within the corresponding term or that they will be delayed, or that the Services may not be performed pursuant to the purchase order, or if, for any other reason, the Company may not know whether the Services will be performed or not, it shall immediately inform TR in writing, stating the reasons that may exist.

Without prejudice to TR's rights resulting from this breach of contract, the parties shall jointly decide if the situation may be solved to TR's satisfaction and in what manner.

4.4 The dates and terms agreed upon for the Services are binding and mandatory.

4.5 Regardless of the above, the Company shall in any case inform TR in writing about the actual exact date of the Services at least three (3) days in advance to the performance of the Service. The information must include the purchase order number.

4.6 TR shall be entitled to postpone the date of Service announced with at least one (1) day in advance to the performance date of the Service, for a term of up to forty-eight (48) hours, without any additional payment obligation by TR being derived from this postponement.

4.7 If, without reason, TR requests that the performance date of the Service be postponed, the Company shall store the Goods or materials to be delivered, duly packed, insure them and clearly identify them as being destined for TR, without cost for TR.

4.8 If the Company delivers Goods to TR, it must register the name of the person from TR who requested them and the purchase order number in a label to be attached to the packaging exterior. Additionally, the Company must declare, if applicable and in accordance with the legislation and regulations on Business Loyalty in effect, the following information in a label to be attached to the packaging exterior:

- Product denomination.
- Country of origin.
- Quality, purity or mixture.
- Net measurements of its contents.
- Brief description of the product.
- Quantity of items per box or packaging.
- Bar code of the items per box or packaging (EAN128).
- Series number of the product.
- Bar code with the series number (EAN128).
- Box or packaging weight.
- Delivery or production date.
- Name and address of the provider.
- Every other information required by national or international standards.

5. Inspection for Defects at the Delivery of Products

5.1 Without prejudice of the acceptance procedure provided for in Section 13, TR shall inspect the Goods immediately after delivery in search for visible defects (evident or easily discernible defects).

5.2 Should TR establish there is a defect, it shall notify the Company about it:

- (a) at the moment of delivery, if the type of defect is evident and easily discernible at that time.
- (b) within a four (4) day term as from delivery, if the Goods are received with baling or packaged.
- (c) immediately after they are discovered, in case they are internal defects that may not be detected at first sight or with a first examination or inspection.

6. Correction Procedure

6.1 If TR wanted to make a change in the Services ("Correction"), it must send the Company a written correction request ("Correction Petition"). Then, the Company shall present an estimation for any deviation in the price resulting from this change, along with its suggestions in relation to such Correction Petition. TR may decide, at its sole discretion, whether the suggested modifications shall or not take place. After said estimation and suggestions, Correction may only be performed if there is a new written notice from TR in order for it to be carried out. If this subsequent notice is not given, the Company shall continue providing the Services in the manner that was initially agreed upon.

6.2 The Company may not make any changes to the Services without TR's prior written consent, after knowing the costs, if applicable, they may entail.

7. Cooperation

7.1. Companies shall cooperate in good faith and inform each other immediately of any deviation as regards the agreed procedure or in case of doubt as to whether the procedure to follow is correct.

7.2 If the Company realizes that its own information and requirements are defective, incomplete, unclear or impossible to carry out, it must inform TR immediately of it and of the consequences that shall knowingly derive from it.

7.3 Each of the parties shall name one contact person for the other, who shall be responsible for the execution of the contractual relationship.

7.4 Parties must inform each other immediately of any change in the name of the appointed person/s. Until such a notice is given, the previously appointed contact and/or designated contact representatives shall be empowered to deliver and make statements within the scope of their previous representation powers in relation to the other party.

7.5 The hiring parties shall come to an agreement periodically about the progress and obstacles that may arise in the fulfilment of the contract, with the purpose of being able to participate in the direction of its performance.

7.6 TR and the Company accept that the use of trademarks, logos or commercial and distinctive signs pertaining to the other party is hereby forbidden.

8. Payment and Billing

8.1 The payment method and due date shall be agreed upon in relation to each purchase order from TR or the individual agreement entered into by and between the parties.

8.2 The payment pursuant to the provisions of Section 8.1 shall include all additional costs, expenses and reimbursements in which the Company may incur, unless the parties have reached any other express agreement in writing.

8.3 If the reimbursement of travel expenses and any other additional costs is agreed upon in writing by the parties contradicting the foregoing provisions, reimbursement shall only be performed upon the submittal by the Company of each of the descriptions and amounts relating to the reimbursable expenses.

8.4 The invoice shall be sent no later than thirty (30) days following the date of complete delivery of the Goods or of rendering of the Services, in the name of TÜV Rheinland Argentina S.A., CUIT 30-67775453-9.

8.5 The Service performed shall be documented, accompanying documentary evidence of its fulfilment.

8.6 Payment shall be made by bank transfer or any other means at TR's discretion.

8.7 The invoice shall meet all legal requirements according to General Resolution No. 1415/2003, and its amendments, issued by the AFIP (Argentine Government Revenue Services) as it relates to the issuance of receipts and registration of operations.

8.8 TR shall be entitled to settlement and withholding rights, as permitted by applicable law.

9. Warranties and Additional Remedies

9.1 The Company guarantees that the delivered Goods comply with the agreements and contractual specifications, as well as the specifications represented by TR or the Company.

9.2 The Company guarantees that the Goods comply with all legal requirements and legislation and regulations applicable in Argentina, as well as the safety, quality and environmental requirements that are considered standard in the corresponding industrial sector on the date of delivery.

9.3 The Company guarantees that the Services shall be performed in a timely, competent and professional manner in accordance with the agreement and shall meet the most stringent standards in the professional sector in question that may be applicable on the date of the Service.

9.4 The Company acknowledges that the performance of the Services on time and with a high level of quality is critical for TR and that, should the above mentioned standards not be met, TR shall be authorized to file any claim and/or take any action and remedy it may be entitled to should there be any defects in the Services rendered by the Company, provided that the corresponding term of the statute of limitations has not expired.

9.5 The Company guarantees that, upon any request, it shall support TR in relation to all TR's requirements arising from any internal audit of TR and for the purposes of meeting compliance, without limitation to national or international laws, without any cost whatsoever for TR.

9.6 If the Company delivers Goods for which any spare parts or consumable items may be needed, the Company guarantees that it is capable of supplying spare parts and consumable items for said Goods for a 5 year term.

In the case of household appliances, spare parts and consumable items must be able to be supplied within a term of at least 5 years as from the moment the Good is discontinued; this shall be a 2 year term whenever the price of the Good, in the currency then in effect, is lower to an equivalent of USD 70, and shall be a 1 year term for decoration spare parts. In any case, the Company shall make its best efforts to make the spare parts available to TR in a maximum period of one (1) month as from the client's request, should they come from abroad, or within a maximum period of fifteen (15) days, in case of national spare parts.

10. Intellectual Property Rights

10.1 Every income arising from the Service in connection with the Company's activity within the framework of this agreement, in particular including subsequent developments and improvements to the processes and methods developed by TR, shall belong exclusively to TR.

10.2 If the income derived from the Service is susceptible of protection, the Company grants TR a global, non-exclusive, transferable, free and irrevocable right to use them without any limitations as regards time.

10.3 The Company is not entitled to claim any amount of money or compensation in exchange for such right of use.

10.4 The Company guarantees that the Goods delivered are its own original creations or that they have been legally acquired and that its Services do not infringe any industrial property right or any other third parties' rights.

10.5 The Company shall indemnify and hold TR harmless against third parties' claims for the infringement of intellectual property rights, including registered trademarks, patents and copyrights, as well as indemnify TR for any costs and expenses arising from the defense against said claims (for example, court costs).

10.6 If a claim is filed in accordance with Section 10.5 or if TR reasonably foresees that any such claim will be filed in the future, the Company must ensure that TR obtains the necessary rights to continue to use and take advantage of the Services developed; otherwise, it shall replace or modify such Services so that there is no more noncompliance henceforth, provided that the substituted or modified Service is approved by TR.

11. Service Performance

11.1 In relation to the Services developed by the Company in its facilities, TR's locations or (virtually) from any other location via TR's network for TR or its clients, the following additional terms and conditions shall apply:

11.2 During the performance of these Services, the employees, contractors or advisors ("Staff") of the Company or the Company shall comply with TR's requirements and, if no requirement or demand of this type has been established, they shall act in accordance with such industry's standards and with the professional experience required in the sector in question. If any member of the Company's staff is not sufficiently qualified to perform the Services, TR shall be entitled to demand its replacement. Consequently, the Company must ensure that such replacement is possible and be done immediately.

11.3 The Company must supply all the materials and equipment, including tools, etc., that may be necessary for the fulfilment of the agreement.

11.4 TR shall be entitled to carry out an inspection on the materials and equipment used by the Company for the performance of the agreement and to determine whether all the employees or independent contractors of the Company comply with the agreement.

The Company guarantees that all its employees and independent contractors are able to show their identity at any time, by means of identifying documents.

11.5 If, at the moment of inspecting the materials and equipment used by the Company to perform the agreement, TR reasonably rejects them, in whole or in part, the Company must replace the materials and equipment rejected immediately.

11.6 Should the Services be provided in TR's locations or its clients' locations, the Company shall familiarized itself in advance with the facilities where the Services are to be performed in case this may affect the fulfilment of the contractual obligations. The Company shall be responsible for the expenses incurred as a result of the conditions of the fulfilment of the agreement, provided that the Company should have been familiar with such conditions during the above mentioned inspection.

11.7 The Company shall ensure that its presence and that of its employees or independent contractors in TR's or its clients'

locations shall hinder the continuous work processes of TR and third parties as little as possible.

11.8 The Company agrees to and shall make its employees and independent contractors get familiar with the rules and policies established for TR's or its clients' locations. This shall also include every other aspect, the rules and policies related to Information Security, Compliance, general behavior, overall safety, health and environment. The Company shall ensure that its employees or independent contractors observe the rules and policies mentioned in Section 11.8.

11.9 The Company shall guarantee TR the possibility of obtaining from the Company's employees or independent contractors the execution of individual statements establishing that they shall comply with the rules and policies above mentioned in Section 11.8.

11.10 The Company shall be the sole responsible for the payment of compensations to its employees or independent contractors, as well as the payment, in favor of the responsible Authorities, of any taxes, Social Security payments and other charges corresponding to the employment or work agreements with their employees or independent contractors. The Company shall hold TR harmless at any moment in relation to any third party claims that may arise or that may derive from the lack of payment or partial payment of any salaries, taxes, estimations or any other liabilities of the Company.

11.11 To the extent that is necessary, the Company shall guarantee that its Staff holds the necessary residence and work permits, as well as any other permits, authorizations or licenses that may be deemed necessary, whenever they are working at TR's or its clients' locations.

12. Custody, Storage and Return of Documentation

12.1 The Company shall have to supervise and properly store all operating and business documentation that it may have been given and, in particular, make sure that said documentation is not seen by third parties. During the term of the contractual relationship, the documentation made available to the Company shall be returned to TR upon its request and, at the end of the contractual relationship, it shall be immediately returned to TR without prior request.

12.2 The Company shall not be able to exercise any withholding right as regards the documentation mentioned in Section 12.1.

13. Acceptance of Services

13.1 The Company shall render the Services in accordance with the provisions of the corresponding agreement and with the knowledge reasonably required at the time of their provision, regarding the art, science and techniques corresponding to the activities developed.

13.2 Compliance with the Service characteristics shall be proved based on the acceptance criteria (acceptance test) or taking into consideration the characteristics required for the Service pursuant to Section 13.1. Any defects that may subsist after acceptance must be corrected during the warranty in accordance with a schedule to be jointly established by the parties hereto.

13.3 TR shall accept the Services under this service agreement immediately after the delivery and/or satisfactory acceptance test. Defects that do not limit their proper use or that restrict it only in an insignificant manner shall not entitle TR to refuse their acceptance. The Company's obligation to correct any defects shall not be affected by the foregoing. TR reserves the right, at its own discretion, not to grant its acceptance before the final correction of the defects has been made, in case such defects are not insignificant.

13.4 If the Company is not able to validate the characteristics of the Service agreed upon before the expiration of the final term or, if necessary, within the appropriate grace period that may have been granted, for reasons for which it is solely liable, TR may unilaterally terminate the agreement and demand that the Company pays for the damages that such noncompliance may have caused.

14. Outsourcing

14.1 The granting of outsourcing contracts to third parties (independent contractors) is not allowed, unless expressly agreed or otherwise in virtue of an individual agreement between the parties.

14.2 In any event, the Contractor shall indemnify and hold TR harmless against any liability, damages, costs, expenses (including attorneys' fees), taxes or charges, arising from or related to any Contractor's independent contractors' claims against TR for any alleged employment relationship with TR. TR may withhold any amount payable to the Contractor in order to pay for the expenses incurred in its defense in such cases.

15. Liability

15.1 Company shall be liable for the compliance with any legal legislation that may be applicable.

15.2 Company shall also be obligated to indemnify and hold TR harmless against any third parties' claims for damages, upon TR's first demand, provided that the reason for the claim or indemnity falls within the Company's organization and control area and the Company itself is liable to such third parties.

15.3 The Company shall duly insure the liability mentioned in this Section, to which effect it shall hire a liability insurance policy with sufficient coverage from an insurance company of recognized standing. It shall allow TR to examine the corresponding insurance policy, upon the latter's request. In any case, the indemnity claims for damages that may be filed by TR shall not be limited to the insured amount for each case.

17. Confidentiality

17.1 For the purposes of these General Terms and Conditions of Procurement Agreements, "Confidential Information" includes all the information, documents, images, diagrams, experience, data, examples and any other documents related to the project delivered, transferred or otherwise disclosed by TR to the Company during the term of commission of the Services or the individual agreement between TR and the Company. This also includes hard copies or soft copies of this information.

17.2 All the confidential information transmitted or otherwise made available under this agreement by TR to the Company:

a) may only be used by the Company for the fulfillment of its contractual obligations toward TR, unless there is a contradicting express agreement in writing with TR;

b) may not be duplicated, distributed, published or assigned in any manner by the Company;

c) shall be treated as confidential by the Company, in the same manner as the Company would treat its own confidential information and, in any case, with at least the same level of care objectively necessary.

17.3 The Company may only make the information granted by or obtained from TR available to those employees who may need it for the performance of the Services in favor of TR.

The Company shall make sure that these employees execute an agreement binding them to maintain the same confidentiality demanded in this confidentiality agreement.

17.4 The obligation stipulated in Section 17.2 shall not be applicable to any confidential information provided that the Company is able to validly prove that:

a) the information was publicly known at the time of its disclosure or that has become of public general knowledge without breaching this agreement, or

b) the Company has received the information from a third party, which was authorized to disclose said information to the Company,

c) the Company was already in possession of the information before being transmitted by TR, or

d) the Company has developed the information on its own, independently of the disclosure by TR.

17.5 The confidential information shall remain the property of TR.

17.6 The Company accepts that, at any moment and upon TR's request, or, at the latest and without need of a separate request by TR, immediately after the end of the commission or at the termination of the individual agreement, (i) it shall return all confidential information, including all copies thereof, to TR; or ii) upon TR's request, it shall destroy the confidential information, including all copies thereof, and shall provide confirmation of said destruction in writing to TR.

17.7 This confidentiality obligation shall enter into effect immediately after the commission made to the Company by TR or immediately after the execution of an individual agreement for the commission between TR and the Company.

17.8 During the validity of the agreement for the provision of Goods or Services by the Company to TR and during a 5 year period as from its termination, the Company shall keep the confidential information strictly confidential and shall not disclose it to any third party nor shall it take advantage of such confidential information for its own benefit.

17.9 These Procurement Conditions and any agreements executed in virtue thereof shall not entail, whether explicitly or implicitly, the assignment or the granting of authorizations or rights over patents, registered designs, design patents, utility models, application projects, copyrights, registered trademarks or models, etc., nor the granting of any right to use the foregoing by TR in favor of the Company.

17.10 (1) The Company shall pay a contractual penalty amounting to USD 50,000 in the event of breach of the confidentiality obligation.

(2) Each individual event of breach shall be considered a new breach and a new separate infringement. In the event of continuing infringements, every week that commences shall be considered an individual infringement.

(3) Without prejudice of the foregoing, TR reserves the right to initiate additional claims for damages that may arise as a consequence of the above mentioned.

18. Termination of the Agreement

18.1 Both parties hereto shall be entitled to terminate this agreement without prior notice in case of severe noncompliance or in the event of just cause.

18.2 TR may terminate the agreement without prior notice if the Company files for bankruptcy or reorganization proceedings.

18.3 Termination shall be notified in writing in order to be effective.

19. Export Control

The Company guarantees that the Services comply with all the laws on export control that may be applicable, as well as all the rules on this subject from the United States of America, the United Nations and the European Union, if applicable.

20. Compliance

20.1 TÜV Rheinland is a member of the UN Global Compact and adheres to the principles established therein. TR trusts that, without limitations by the Company, it shall also comply with and adhere to the principles of the UN Global Compact (for more information, please visit www.unglobalcompact.org).

20.2 The Company states that it commits to the adhesion and validity of the following basic principles provided in Sections 20.2 to 20.18 in the current contractual relationship with TR.

20.3 The Company shall comply with all the laws and regulations in effect in Argentina and, should the Services not be developed for TR in Argentina, all the laws and regulations of the country in which the Service receiver may have its headquarters.

20.4 Therefore, the Company is held to the highest standards known, including in relation to the specifications applicable to the corresponding production, prices, sales and distribution.

20.5 The Company ensures that it will protect the basic rights of the child. The Company guarantees that it shall not exploit nor take advantage of any child labor. Every employee of the Company must have reached the minimum legal age in accordance with the national law of the place of employment. The employees of the Company shall be employed by the Company pursuant to the laws and guidelines in effect in relation to such people.

20.6 The Company guarantees it shall not exploit nor take advantage of any forced labor or any other type of involuntary labor. The employees of the Company must particularly have the right to terminate their employment without prior notice.

20.7 The Company guarantees it treats its workers with dignity and respect and it does not use any corporal punishments, violence threats or any other kind of physical,

sexual, psychological or verbal punishment against them.

20.8 The Company guarantees it does not discriminate against its employees, nor does it tolerate any kind of discrimination. In particular, the Company shall not use any kind of discrimination among its employees in relation to its own hiring and personnel management procedures on the basis of nationality and origin, religion, age, social or ethnic background, sexual orientation, sex, political opinions or disability. This shall also apply in connection with salaries, incentives, promotions, disciplinary measures or employment termination.

20.9 The Company respects the employees' right to take part in any association/organization and to peacefully join collective negotiations pursuant to the applicable legislation, and to communicate with the Company's Board of Directors in relation to work conditions, with openness and without retaliation.

20.10 The Company shall facilitate a safe work environment that meets the regulations on occupational safety and hygiene. The Company shall, at least, provide access to drinking water and the use of hygienic and sanitary facilities, as well as provide proper protection against fires, together with proper lighting and ventilation.

20.11 The Company agrees that salaries contribute essentially to satisfying the employees' basic needs. The Company complies with, at least, the rules and guidelines relating to salary and working hours applicable to the place of execution. This includes laws and guidelines regarding minimal wage, overtime, maximum working hours, salary per work unit or any other kinds of compensation.

20.12 The Company shall make sure that its employees receive a compensation in addition to their salaries for the overtime contractually agreed upon. This compensation shall be in compliance with the national laws of the country of production. Should there be no such national legislation in said country, the overtime compensation shall, at least, be equal to the compensation level for regular working hours of such country.

20.13 The Company complies with the applicable environmental rules, regulations and guidelines. When possible, ecofriendly and fair trade products shall be offered, which shall be treated in the same manner as the products with regular prices.

20.14 The Company shall refrain from:

(a) offering or granting money, gifts, trips or other benefits to employees, mediators or representatives and contractors from TR or third parties that are in a business relationship with TR;

(b) participating in activities of any kind that result in the use of funds from the Company for illegal or immoral purposes, including those of economic or monetary nature, in order to obtain any advantage whatsoever;

(c) offering contractors or their associates any economic or monetary benefits or any other advantage;

(d) transferring or using funds for illegal or immoral business transactions or to hide the origin of such funds (money laundering) or with money of unjustifiable or suspicious origin.

20.15 The Company shall ensure through legal measures of internal compliance that its employees and members of staff do not cause TR any harm by means of fraud, robbery, damage or destruction.

20.16 The Company shall timely report the existence of conflicts of interest of any kind (as a result of participation or the performance of services for competitors).

20.17 The Company shall not outsource third parties who do not adhere to the basic principles described in Sections 20.3 to 20.16 to manufacture their Products.

20.18 Giving false, deceiving or manipulative statements within the framework of bidding proceedings or the awarding of public contracts, as well as in the rendering of Services, may constitute an unlawful act, which shall entitle TR to take appropriate measures.

20.18 Should the Company fail to comply with the rules established in Sections 20.3 to 20.18, this shall constitute legitimate grounds for the termination of this agreement without prior notice by TR pursuant to Section 18.1.

20.20 TR shall be empowered to carry out or have someone carry out audits, including in the Company's locations, for the purposes of ensuring the compliance with such basic principles. As regards this process, each individual Company is liable for ensuring its compliance with the principles and rules determined in Section 20.

20.21 In relation to the above mentioned audits regarding the compliance with these requirements, the Company shall grant TR unlimited access to its offices and business branches, as well as access to all the relevant files. TR shall be given access even without prior notice.

21. Force majeure

In the event the work is interrupted by TR or its client, particularly as a result of strikes, lockouts, reduced working hours, system breakdowns or any other force majeure reasons, TR may request the suspension of work by the Company without incurring in additional costs for TR.

22. Applicable Law and Jurisdiction

22.1 The applicable law shall be Argentine legislation except for the rules governing conflicts of law.

22.2 The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

22.3 Upon the existence of any controversy in relation to this agreement, upon the absence of an amicable resolution, the parties will subject themselves to the exclusive jurisdiction of the commercial courts of the City of Buenos Aires, hereby waiving any other venue or jurisdiction.

23. Miscellaneous

23.1 Any additional clause or amendment that affects these Procurement Conditions, including these provisions, shall be made in writing in order to be effective.

23.2 If any provision of these Procurement Conditions may be deemed legally invalid, in whole or in part, or if it became impossible to fulfil or subsequently lost its legal validity or enforceability, the remaining provisions of these Procurement Conditions shall maintain their validity. The same shall apply if the parties become aware that these Procurement Conditions contain any gaps or legal loopholes. In lieu of the inapplicable section or provisions or for the purposes of filling the legal gap, the appropriate provisions that are closest to the meaning and purpose of these Procurement Conditions shall

apply to the extent permitted by law.

October 2016