

SECTION I -- Special Terms do not apply unless specific in the Syngenta Purchase Order

Customer: SYNGENTA AGRO URUGUAY S.A., Luis Alberto de Herrera 1248 torre 3 oficina 574, Montevideo, Uruguay

Supplier: The recipient of the Syngenta Purchase Order

This Order shall take effect, and both the Customer and the Supplier shall be bound by the Special Terms and the General Terms, if the Supplier does not reject this Order in written, with respect to whom the Special Terms and the General Terms are part of, within ten (10) working days from the date of receipt of the Order by the Supplier. In the absence of the above, this Order shall also take effect, and both the Customer and the Supplier shall be bound by the Special Terms and the General Terms in the following cases: (i) in the absence of the Customer's rejection to the Products and/or Services provided within fifteen (15) working days after receipt of the Order, when said Products have been supplied or the Services have been provided prior to the receipt of the Order; or (ii) any misconduct on the part of the Supplier that could be reasonably interpreted in the sense that it has not rejected the Order, including without limitation, any activity that involves the total or partial fulfillment of this Order. The Customer shall not be bound by the terms and conditions (including the General Terms) issued by the Supplier, whether (i) these terms and conditions were usually used by the Supplier in the conduct of his operations; (ii) these terms were proposed before or after the date of issuance or receipt of this Order; or (iii) any of these terms and conditions was standard or similar to the terms of this Order. No additional or different terms contained in or delivered with the Supplier's acceptance - in accordance with the procedure provided in these Terms, shall be applicable to this Order (including the Special Terms and the General Terms), unless it was incorporated into this Order through a printed addendum. Hereinafter, the additional purchase Orders between the Customer and the Supplier that have not attached the General Terms shall also be governed by the General Terms, unless they were expressly excluded or replaced by other terms and conditions. The Special Terms shall prevail in the event of any conflict or inconsistency with the General Terms.

SECTION II - GENERAL TERMS

1. Definitions

For the purpose of this document:

"Affiliated Company" means, with respect to any specified person, any other person that directly or indirectly manages or is managed by or is under the common management, direct or indirect, with the said specified person. For the purposes of this definition, the term "management", when used with regard to any specified person, means the power to conduct the administration and policies of that person, directly or indirectly, through the

possession of securities with right to vote or the right to choose the majority of the members of the administration body of that person; and the terms "managing party" and "managed party" have meanings that are correlated with the previous.

"Scope of Services" means (i) the scope of Services as described in the Order; or (ii) should not the scope of Services be established, that Service provided more recently by the Supplier in similar circumstances; or (iii) should no service be ever provided by the Supplier, that Service described by the Supplier in its commercial brochures.

"History of IP Rights" means any Intellectual Property Rights of ownership of the Supplier or on which the Supplier has a license prior to the Order.

"Customer" means the person or company listed in the Special Terms such as the buyer of the Products and/or Services, including its Affiliated Companies, successors and assignee.

"Code of Conduct" means the code of conduct issued by the Customer that: (i) includes guidelines and standards of integrity and transparency applicable to all its employees and directors; and (ii) sets out the ethical principles that form the basis of the relationship between the Customer, its employees and third parties (suppliers).

"IP Rights" means all right on inventions (patents), utility models, copyright and related rights, trademarks and service marks, trade names, domain names, industrial designs, computer programs (software), databases, topographic integrated circuits, confidential information, know-how, trade and/or industrial secrets and any other intellectual property right, whether registrable or non-registrable, and including all the applications, renewals, continuations, substitutions, revalidations, reissues of titles and extensions of said rights and all similar or equivalent rights or all forms of protection anywhere in the world.

"Specifications" means the specifications of the Products as described in the Order or, should no specifications be established, those specifications described by the Supplier in its commercial brochures.

"Incoterms 2010" means the official rules of the ICC for the interpretation of the commercial terms published in 2010.

"Confidential Information" means any information whether patented/with trademark or not, IP rights, drawings, specifications, technical information, and any document and material developed by the Supplier or the subcontractors of the Supplier to be delivered to the Customer, pursuant to the provisions of Article 14, in any form, delivered by or on behalf of the Customer, in relation to the Products and the Services provided under the scope of the Order or related to trade or industrial secrets of the Parties.

"Product Safety Manuals" means a form that contains: (i) a detailed description of the properties and hazards of a particular substance (including without limitation, the chemical and physical properties); (ii) the procedures for the handling and storage of such substances; and (iii) any other information that may be required by applicable law.

"Dangerous Goods" means any substance or goods that are classified as dangerous in the Classification and Numbering set forth by the Recommendations for the Transport of Dangerous Goods of the United Nations and in the List of dangerous goods of the MERCOSUR agreement on transport of dangerous goods and its Exhibits, as well as

any goods categorized as dangerous by the applicable law in the country of the Supplier and the Customer.

"Order" means the form of the order issued by the Customer to the Supplier containing the Special Terms and the General Terms which, should not be rejected in written by the Supplier within the ten (10) business days of its receipt by the Supplier, shall be binding on the Parties and shall restrain the provision referred to in the Order to the provisions in these Special Terms and General Terms.

"Parties" means the Customer and the Supplier together.

"Products" means the products to be supplied in accordance with the Order.

"Property of the Customer" means all supplies, materials, facilities, tools, part holders, matrices, support items, models, equipment and/or any other asset provided to the Supplier by the Customer to fulfill the Order.

"Supplier" means the person or company named in the Special Terms as supplier of the Products and/or Services, including its approved sub-contractors, sub-suppliers, Affiliated Companies, successors and assignees.

"Services" mean the Services as described in the Order to be provided in connection with the provision of the Products in accordance with the Order.

"Special Terms" means the Section I - Special Terms.

"General Terms" means the Section II - General Terms.

2. Entire Agreement

The General Terms and the Special Terms are indivisible parts of the Order. The Order, if not rejected in writing by the Supplier, represents the entire agreement of the Parties with respect to the provision of the Products and/or Services described in the Special Terms and replaces all previous understandings in this regard.

The terms provided in the Special Terms shall prevail in the event of any conflict or inconsistency with the General Terms.

3. Applicability

The General Terms shall apply to all purchases of Products and/or Services at the expense of the Supplier, unless otherwise expressly provided.

4. Integrity and Commercial Transparency - CUSTOMER Internal Policies

The Customer is subject to the standards and guidelines of integrity and transparency in business provided for in its Code of Conduct (available on the following link: <http://syngenta.com.ar/all/viewimage.aspx?id=5271>). The Supplier shall inform its employees about the standards and guidelines set forth in the applicable Code of Conduct, and shall take all necessary measures to ensure compliance with said Code of Conduct.

Customer Internal Policies:

Compliance with the Law

The Supplier ensures that both the latter as well as its contractors, employees, agents and representatives comply with all applicable laws and regulations of the Republic of Uruguay with regard to the compliance of this Agreement by the Supplier, as well as with other countries and jurisdictions' anti-bribery and anti-corruption laws and regulations applicable to this agreement (including without limitation, the Foreign Corrupt Practices Act of the United States, "FCPA" by its acronym in English, or the 2010 Anti-bribery Act of the United Kingdom) and that shall comply with them during the term of this Agreement.

Should the Supplier, its Affiliated Companies, shareholders, subcontractors, members, managers, directors, officers, independent suppliers, agents or representatives be subject to any claim, charge or accusation for non-compliance with the FCPA, Anti-bribery Act of the United Kingdom or any other Anti-bribery Act, the Supplier shall defend the Customer, its employees and Affiliated Companies from all complaint, judgment, claim or legal action, and shall hold them harmless from any costs (including those in concept of pre-trial investigations and professional fees of experts and lawyers) and amounts paid in fines, compensation for damages, indemnification or other.

Should the Supplier become aware of the non-compliance with this Article, it shall immediately notify the Customer.

The Supplier shall keep accurate books and records, necessary to demonstrate compliance with this Article, and shall provide the records and disclose the information required by the Customer in relation to the latter. The Supplier shall assist the Customer in any investigation about the potential non-compliance with this article.

Without prejudice to any other provision of this Order, the Customer shall not be obliged to take measures or skip actions that, according to its good faith, caused the non-compliance with any law or regulation. The actions carried out by the Customer under this Article, or its omission, shall not make it responsible before the Supplier.

Compliance with the Anti-bribery and Gifts & Entertainment Policies

The Supplier shall comply with the Policies on Anti-bribery, Gifts & Entertainment, and global Policies on Anti-fraud and Travel, as informed to the Supplier and updated by the Customer in due course.

Should the Supplier become aware of the non-compliance with this Article, it shall immediately notify the Customer.

Anti-bribery Statement

The Supplier states he has never performed, offered, promised or authorized –and he will never do it in the future- a payment or any other benefit, either directly or through intermediaries, to a public official or to a partner (natural or legal person, trade or non-profit organization, among others), in order to obtain, retain or do business or ensure any other inappropriate benefit in the business carried out pursuant to this Order.

Absence of conflicts

The Supplier ensures that neither the Supplier nor its owners, partners, officials, directors or employees, or its affiliated companies is a public official (i.e., any person who has a position or works for or on behalf of a government entity or an entity funded by the government, whatever its level), which could adversely affect or influence the

award of the business or any other benefit for the Customer during the term of this agreement, unless it has been reported to the Customer in advance by written authorization.

The Supplier shall immediately notify the Customer if a public official that could affect or influence the award of a business or any other benefit for the Customer, became a Supplier's official or employee, or had an interest, direct or indirect, in the Supplier during the term of this agreement.

Subcontractors: scope

To the extent that the Supplier is authorized to subcontract manpower under this Agreement then the Supplier shall be absolutely responsible for ensuring that the work done by any subcontractor comply with the provisions of this Order. Furthermore, the Supplier shall ensure that any agreement with its subcontractors enable the Customer to audit the compliance by the subcontractors of the Supplier with the Articles of this Order.

Payments

The payments owed to the Supplier under this agreement shall not be settled in cash or by bearer securities; they shall only be settled in the Supplier's account.

Books and Records/Audit Rights

The Supplier shall keep appropriate books and records in relation to the services provided under this agreement (including details of payments made or received by this provision of services), and shall be made them available to the Customer or the auditors hired by the Customer if so required. The Supplier shall cooperate with all audits.

Termination

The Customer shall immediately terminate this agreement by written notification (without any liability to the Supplier) should it come to the conclusion, in its sole discretion, that the Supplier did not comply with the statement, warranty, or anti-bribery or anti-corruption obligation of this Order, or when the Customer reasonably believes that the non-compliance of such statement, warranty or obligation could occur except in the case of termination of this agreement. Once this agreement is terminated no further payments shall be made.

Record of Compliance

In due time, at the request of the Customer, the Supplier shall confirm in writing that it has complied with the obligations set forth in this Article and shall provide all the information required by the Customer to support such compliance.

Should any director, manager, employee, dependent or partner of the Supplier has a personal relationship or family relationship or has any interest towards any director, manager, employee, dependent of the Customer, the Supplier shall provide written notice about the fact to the Customer's representatives prior to the acceptance of the Order under the procedure provided in these Terms. Should the Customer become aware of the Supplier's non-compliance with this obligation, the Customer shall terminate the Order unilaterally. Said termination shall not empower the Supplier to claim any compensation for costs and damages.

5. Product Specifications and Scope of Services

All the Specifications of the Products or Services required in the Special Terms that do not appear in the drawings and are part of the Special Terms, or appear in said drawings but are not mentioned in the appropriate section of the Special Terms, shall be deemed to be incorporated and shall affect both documents.

All the Products delivered by the Supplier shall fully comply with the Specifications, and all the Services provided by the Supplier shall fully comply with the Scope of Services. In the absence of the Specification, the Supplier shall deliver Products or provide Services, as applicable, that are technologically modern and comply with the highest standards of quality and professionalism.

6. Confidence

The Customer shall trust in the veracity of any information in relation to the Products and Services and their use, such as, for example, its weight, dimensions, capacities, prices, colors, and any other data contained in the catalogues, brochures, circulars, advertisements, illustrations and price lists of the Supplier, with the provision, however, that, in the event of inconsistency between said information and the terms of the Order, the terms of the Order shall prevail.

7. Packaging and Identification

The packaging (or packing, if applicable) shall be carried out according to the Special Terms. The Products shall be properly packaged to be transported and deliver the Products in the place of destination, in a way that ensures that the Products, when received by the Customer, are suitable for the purpose required. Where applicable (according to the means of transport and the characteristics of the Product), these shall be placed in pallets in accordance with the requirements of the transport and the national regulations related to the marking and identification of goods.

The marks of the consignee shall be visible, clear and printed with indelible ink, applied in three sides of the packaging (two sides and top side).

In the absence of specific instructions in this regard, the Supplier shall ensure that the packaging and identification comply with the best international standards, and are appropriate to bear all the risks during transport and storage. Any loss, destruction or damage resulting from improper packaging or insufficient or defective identification shall be assumed by the Supplier. The Supplier shall instruct the carrier to keep the Products protected under cover, throughout the transport. This instruction shall be instrumented by the placement of clear signals in each package to indicate that the Products must travel under cover and storage during the entire trip.

In the event that the Products require some type of handling and/or form of load and/or special download, the corresponding instructions shall be indicated on the packing list and in the transport document. The Supplier shall provide such information prior to the delivery of the Products. Each Product unit, being this a piece, bulk, container, etc., shall have, written or labeled, the Order number, Product, Supplier code, Product code (if in the description of the Order), and number of packing slip.

Should the Products undergo any type of damage caused by the non-compliance with the provisions of this Article, the Supplier shall assume the costs (including without

limitation, import duties and the costs to be incurred for the delivery of the Products to the Customer, repaired or replaced). Except as otherwise provided in the Special Terms; the packages or containers shall be considered non-returnable.

The Customer has the right, at its sole discretion, to establish the signals, marks or names in the Products as it deems necessary. If requested by the Customer, the Supplier shall, prior to the delivery of the Products, mark the Products and any documentation or materials related to the Products, in accordance with the procedures and instructions provided by the Customer.

8. Dangerous Goods

The Supplier shall provide the Customer with the Product Safety Manuals and any other required documentation in relation to the Dangerous Goods. The Supplier shall comply with all local laws and regulations related to packaging, identification, and transport of dangerous goods applicable in the countries of origin, transit and destination of the Products.

The Dangerous goods shall be properly packaged, separate from any other material or merchandise, and shall not be placed within other containers. All Dangerous Goods shall be packaged, identified, labeled and transported in accordance with the national and international standards and requirements on air, maritime, railroad and ground transport of Dangerous Goods.

Furthermore, the Supplier shall comply with the requirements of the governments and regulatory agencies of the countries of provenance, origin, destination and transit of the Dangerous Goods. The Supplier shall be responsible for the delivery of the required documentation duly completed with the correct information to the competent regulatory authority.

The Supplier shall defend, indemnify and hold harmless the Customer, the consumers and the users of the Products and Services from all claims, losses, damages, costs and responsibilities associated with, in connection with, or arising from any current or alleged non-compliance or failure to comply with the obligations arising from the applicable laws and regulations in relation to the manufacture, handling, packaging, identification and transport of Dangerous Goods. The Supplier shall have an insurance to cover any contingency relating to the transport of Dangerous Goods.

9. Warranty - Quality

The Supplier ensures that all Products supplied by virtue of this Order (i) shall comply with the Specifications; (ii) are or shall be suitable and proper for a purpose, result, use or performance, specific or general; (iii) shall comply with the performance requirements provided in the Order; (iv) shall be free from materials and manufacture defects; and (v) shall be new and neither used nor repaired or refurbished.

Should the Customer so require in the Specifications, the Supplier shall issue and provide a formal certificate of quality covering each of the Products or batch of Products. Failure to require this certificate shall not release the Supplier from strictly complying with all its obligations under the Order concerning the quality of the Products.

In addition, the Supplier ensures that all Services shall be provided in a professional and painstakingly manner, with the degree of skill and care required by correct and prudent professional procedures, and according to the usually recognized business practices and the industry standards for similar services. Furthermore, the Supplier ensures that the Services shall be free from defects and deficiencies, and shall be provided in accordance with the applicable Scope of the Services and shall be correct and appropriate for the purposes referred to in the Order.

Except where otherwise provided in the Order, the Supplier warranty shall be valid for a period of two (2) years from the date of receipt of the Products by the Customer, or the provision of Services by the Supplier, with the provision that should a Product or part of a Product be replaced or repaired, or should a Service be rectified or provided again, a new warranty period of two (2) years for that Product or part of the Product or that Service, as applicable, shall commence on the date on which that Product or part of the Product was replaced or repaired, or in which that Service was rectified or provided again.

Moreover, the Supplier ensures having a valid and perfect property deed over the Products, and that the Products shall be free from all kinds of third-party rights, claim, lien, charge and debt (including without limitation, pledge, preventive or enforceable seizure, levy or appointment of guardian or trustee over the same). This warranty shall be valid for a period of one (1) year from the date on which the Customer acknowledges an event that disrupts or affect the deed of the Customer in relation to the Products and shall remain in force in relation to any claim made by the Customer within said period of validity until the Supplier makes effective all of its obligations under this warranty.

The receipt of the Products by the Customer, the conclusion of the Services by the Supplier and the payment shall not be interpreted as acceptance by the Customer of the Products Compliance to the Specifications and/or the Services with the Scope of Services.

These warranty obligations shall operate for both the Customer and his customers and users of the Products and Services.

The Supplier shall ensure that all the warranties provided by the subcontractors and manufacturers are consistent with the warranties laid down herein. The Supplier shall give the Customer any warranty from the manufacturers, subcontractors or any third party. Should any warranty not be directly transferred to the benefit of the Customer, the Supplier shall make its best efforts so the Customer could exercise the rights that derive from such a warranty.

Without prejudice to the foregoing, the Supplier shall be responsible for the acts or omissions of any subcontractor as if they were their own acts or omissions.

10. Requirements of inspection, certification and quality assurance

In addition to the obligations of inspection and testing by the Supplier set forth in the Special Terms, the Customer shall have the right to inspect the Products and/or the Services at any premises or establishments of the Supplier or its subcontractors or sub-suppliers at any time, including without limitation, during the manufacturing process and prior to shipment of the Products or Services. For that purpose, the Supplier shall

reasonably give the Customer's representatives access to the premises and establishments mentioned before at any time, to inspect the manufacturing process of the Products or the provision of the Services by the Supplier, including without limitation, access to any premise or establishment where the Products could be stored in order to allow the Customer to check if the Products are stored in such place and inspect them, count them and retrieve them, whose cost shall be exclusively at the Customer's expense. The Customer reserves the right to inspect and verify the outsourced work.

The Supplier shall also reasonably provide all the information required by the Customer at different times. The Customer reserves the right to appoint permanent representatives at the premises or establishments of the Supplier if it considers that it is suitable for a good coordination of the activities.

If, after the inspection or testing of the Products and Services, or of any part or component of them, the Customer reasonably determines that the Products and Services are unsatisfactory due to loss, destruction or damage, defective materials, lower quality or manufacturing, or for any other lack of conformity with other requirement of this Order, the Customer shall have the right, in addition to any other right or remedy in this sense, to refuse to accept the delivery of the Products and the provision of the Services or to return to the Supplier the Products that do not comply with the requirements, and all sums paid by the Customer to the Supplier in concept or on account of price or tariff, together with any cost incurred by the Customer with regard to the return of the Products, which shall be reimbursed by the Supplier to the Customer. The Supplier shall neither deliver to the Customer any other Product to replace said unsatisfactory or rejected Products nor shall provide any other Service to rectify those unsatisfactory or rejected Services, unless the Customer orders those Products to be replaced or those Services to be provided again. The Customer reserves the right, even after paying for the Services or the Products, to make a claim against the Supplier in respect of any of said Products or Services that are deemed unsatisfactory or defective or do not comply with any requirement of the Order. Without prejudice to other rights, the Supplier shall reimburse the Customer for the cost incurred in relation to the inspection and testing of the defective Products and/or Services.

If the Supplier is authorized to subcontract or assign all or any part of its obligations under the Order, in accordance with article 30, the Customer shall be entitled to carry out the inspections and tests set out in this Article 10, in the subcontractors' premises. The Supplier shall ensure that the agreements with authorized subcontractors grant the Customer the rights and powers set forth in this Article.

Should the Special Terms provide for joint tests to be conducted by the Supplier, the provisions of this Article 10 shall be applicable to those tests.

The fact that the Customer has inspected or ceased to inspect the Products or Services shall not release the Supplier from any of its obligations (including without limitation, the Supplier's obligations under Article 9).

11. Modification of orders

The Customer shall, at any time, through order given to the Supplier, make changes in the commitments of the Supplier arising from the Order, including without limitation, changes in (i) the Specifications and Scope of the Services; (ii) the quantities of the Products to be purchased and the units of the Services to be provided; (iii) the method of transport or packaging; and (iv) the dates and places of delivery and provision. The Supplier shall not refuse to comply with the changes requested by the Customer. Should any of these changes cause an increase or decrease in the set timeframes or in the cost of the Supplier for the fulfillment of its obligations under the Order, there shall be an equitable adjustment on the price of the Products or on the tariffs of the Services or in the delivery or provision schedule. The Customer shall not be required to do any equitable adjustment in favor of the Supplier, if said Supplier does not require so within ten (10) calendar days from the date of receipt of the change order.

12. Compliance with laws and regulations

The Supplier shall defend, hold harmless and indemnify the Customer, its customers and the users of the Products and Services from all claims, losses, damages, costs and liability associated with, related to, or arising from any actual or presumed violation, or any non-compliance with any obligation arising from any law, statute, ordinance, standard and regulation of any government entity that is applicable to the compliance by the Supplier with its obligations under the Order (including without limitation, the Health, Safety and Environment and Insurance regulations).

13. Health, Safety and Environment (HSE)

For the provision of Services within the Customer's premises, the Supplier shall comply with the HSE requirements, regulations, procedures and internal policies timely issued by the Customer. To this respect, the Supplier acknowledges that it has carefully read, understood and fully agrees, irrevocably and unconditionally, with these requirements.

In the event of any conflict or inconsistency with a more strict local regulation, the latter shall prevail. The Services shall be provided by the Supplier in a manner that protects the health and safety of the personnel in any installation, warehouse, and anywhere (including without limitation, any place where the Customer, his customers and the final users operate), and implement environmentally friendly working practices. The Customer gives primary importance to the HSE affairs and requires the Supplier to adopt and actively look for the highest HSE standards. The Supplier shall take all reasonable HSE measures in relation to the Order, and assume full responsibility for the adequacy and stability of its operations and methods for the fulfillment of the Order, in strict compliance with all applicable laws and enactments by any governmental, professional or trade competent organization related to HSE matters.

Should any part of the Services be executed in any installation, warehouse, any place where Customer's customers or its final users have operations, the Supplier shall comply with the HSE requirements issued by the Customer's customers and its users or authorities in charge of the HSE affairs in those places. The Supplier shall comply with the permanent safety programs during the provision of the Services. The Supplier shall educate its employees involved in the Services about the mentioned safety program

prior to the beginning of the Services. During the provision of Services, the Supplier shall monitor the safety behavior of its employees, organize frequent safety meetings and run routine safety inspections of operations, facilities, warehouses and equipment used in the provision of the Services. The Supplier shall provide the Customer without delay with full reports, including all the documents filed with or received from any governmental organization, of any accident or incidents involving persons or property, and shall cooperate with and assist the Customer in any research that the Customer decides to undertake.

In so far as is reasonably practicable, the Supplier shall take all necessary precautions to protect both itself and the Customer, the Customer's customers, the final consumers and others who are at any time directly or indirectly affected by the operations of the Supplier and any of its subcontractors. The Supplier shall be familiar with the place where the Services shall be provided, and the dangers that could be found during the fulfillment of the Order. The Supplier and its subcontractors shall cooperate and fully comply with all the police directions, the Customer, the Customer's customer, the final consumers, security officers, firefighters if such authorities consider that there is a safety risk and therefore require the Supplier or its subcontractors to modify the mode of its operations.

The Supplier and its subcontractors shall promptly and accurately report to the Customer all the accidents at work, either actual or potential, injuries, spills, or other damages, and all incidents that affect the security of the Customer. In that case, the Supplier and any of its subcontractors shall suspend the work and immediately meet with the Customer to analyze and find together the appropriate corrective actions.

In case of any violation of this section by the Supplier or any of its subcontractors, the Customer shall, at its sole discretion, terminate the Order and any applicable Order, at any time, without liability, and, notwithstanding any provision of the Order or the law, shall not pay any compensation or reimbursement of any kind to the Supplier by work done after the day of the violation. The provisions of Article 31 shall also govern the effects of a termination pursuant to this Article. Should the Order be terminated by the Customer in accordance with the above-mentioned provision, the Supplier shall, however, defend, indemnify and hold the Customer harmless from all the loss or damage suffered by the Customer due to such termination and the circumstances that caused it.

14. Intellectual Property

The Customer shall be the exclusive owner of all IP Rights that arise from the fulfillment of the Order, regardless of whether they were developed by the Supplier or by subcontractors of the Supplier, individually or jointly with the Customer. The Supplier shall immediately assign, disclose and make its employees and subcontractors assign and disclose to the Customer and to any person to be determined by the Customer, any right, deed and interest on said IP Rights. The Supplier shall assist and execute any necessary document to the Customer or any other person to be determined by the Customer in relation to the registration and follow-up of said IP Rights at any time and in any country, and not only during the term of the Order.

Should the Products and Services developed by the Supplier or the IP Rights assigned to the Customer by the Supplier under this Order include History of IP Rights of the Supplier, the Supplier grants the Customer a global, free, non-exclusive and irrevocable license (with the right to assign it) on the History of IP Rights of the Supplier, to perform, to make other people to perform, incorporate in other goods, use, sell and offer to sell, import and export said Products or Services, and exploit the IP Rights assigned by the Supplier under this Order.

All the designs, drawings, blueprints, specifications, reports and field notes, formulations, engineering information, software, manuals and procedures of installation and operation, descriptions of Products, or any other document or material, in a format that could be processed by a person or machines, developed by the Supplier or the subcontractors of the Supplier to be delivered to the Customer under the Order, shall be exclusive property of the Customer, at any time, and shall contain all the branding and recording requirements, in accordance with the instructions and procedures provided by the Customer. The Supplier shall assign or make assign the IP Rights on the documents and other materials to the Customer. The Customer shall have the right to reproduce, disclose and use, in whole or in part, any material or document from the before mentioned provided by the Supplier, and any technical information, design or other IP Rights contained therein, without prejudice to the inscriptions or notes in these documents or materials and without any obligation to require prior authorization of the Supplier or pay any compensation to the Supplier or the subcontractors of the Supplier.

The Customer retains exclusive ownership of the IP rights and all the designs, drawings, blueprints, specifications, reports and field notes, formulations, engineering information, software, manuals and procedures of installation and operation, descriptions of Products, or any other document or material, in a format that could be processed by a person or machines, delivered or disclosed to the Supplier under the Order.

The Supplier states and ensures that the Products and/or Services do not infringe, directly or indirectly, any patents, copyrights, trade secrets, trademarks or other IP Rights of any third party. The Supplier shall defend, hold harmless and indemnify the Customer, its Affiliated Companies, customers and users of the Products and Services, from any claim, loss, damage, cost and responsibility, including legal expenses and reasonable attorneys' fees, associated with, related to, or arising from any real or alleged violation, of any IP Right with respect to the Products and Services.

The Customer shall notify such claim within fifteen (15) working days of its receipt, supplying all the information and assistance reasonably requested by the Supplier. Once the Supplier confirms the Customer that there is an obligation of indemnity in relation to the claim before mentioned, the Supplier shall be entitled to defend or settle or perform any other action in relation to the claim. In the defense or resolution of the claim, the Supplier shall not be entitled to settle or compromise any claim by a third party or accept the responsibility of the Customer in any claim or resolution without the prior consent of the Customer, and shall make reasonable commercial efforts to obtain the right –in favor of the Customer- to continue in the use of the Products, replace or modify the Products so that they stop being banned or controversial, or, if said remedies

are not reasonably available, repay its cost or value to the Customer and reimburse any other cost incurred by the Customer as a result of the expected non-compliance.

15. Plans

In case the Order sets out the implementation of parts in accordance with the plans, they shall be executed as it is indicated, and they shall be delivered to the Customer together with the Order, the Order number application and the item. Unless otherwise indicated in the Order text, except there is an express indication pointing out that what is stated modifies the attached plan.

16. Supplier's obligations regarding labor matters

The Supplier states that the personnel in charge of the hired services has an employment relationship with him and that the labor -as well as the union and social security duties- are formally registered and up-to-date. Besides, he states he carries out an appropriate legal and conventional framework of said staff holding the Customer harmless to this respect.

All charges arising from rendering of services, as well as any kind of tax, union and social security obligations either created or to be created.

The Supplier assumes sole responsibility for the acts and omissions of his employees, or any other person related with the Supplier for the services rendered. This responsibility includes the comprehensive repair of damages and legal costs, which could be deducted from the amounts to be paid by the Customer.

Failure to meet obligations will be cause for suspension of payment of the corresponding invoice and/or cancellation of the existing agreement.

The Supplier shall hold the Customer harmless against any amounts, including costs and professional fees, arising from any judicial or extrajudicial claim, which intends to be against the Customer asserting his several or direct liability as a consequence of the execution and/or cancellation of the employment contractor of any other non-labor contracting way applied by the Supplier. This obligation applies to any claim against the Customer by the personnel working for the Supplier, his right-holders, the Administración Federal de Ingresos Públicos [Internal Revenue Service], the Administración Nacional de la Seguridad Social [National Social Security Administration], the administrative authorities with power to work as police, any union association –with or without trade Union Status-, any medical insurance body or health agent covered by Acts 23,660 and 23,661 [MODIFY ACCORDING TO THE COUNTRY WHERE THE AGREEMENT IS CONCLUDED] and/or any other natural, public or private person. The Customer shall inform the Supplier about the existence and scope of any claim within the forty eight (48) working hours since he has been notified. Besides, in case the Customer shall face a judicial sentence due to any claim covered by said indemnity duty, the Supplier shall return the Customer –within a ten-day period (10) all the amounts paid by him.

The Supplier shall monthly meet the compliance of all labor and social security duties to the Customer, with respect to the whole hired staff, pursuant to Article 30 of the 'Ley de Contrato de Trabajo' [Labor Contract Act] [MODIFY ACCORDING TO THE COUNTRY WHERE THE AGREEMENT IS CONCLUDED].

17. Minimum requirements for Customer's Suppliers

The Supplier remains fully committed to the *Minimum Requirements for Customer's Suppliers* subscribed at the time of registering as Customer's Supplier.

18. Indemnities

The Supplier shall defend and indemnify the Customer as well as its sub-constructors, for and against any judicial claim, action, loss or expense as well as reasonable attorney's fees, due to responsibility for any injury, or death of any Supplier's employee or its sub-contractors or damage done to the Supplier's personal property, or to the sub-contractors' personal properties related with, or which arise from the rendering of Products and Services by the Supplier, except for fraud committed by the Customer or his sub-contractors.

The Supplier shall defend and indemnify the Customer and his sub-contractors for and against any cost, charge, claim, demand, and causes of action, of any kind without any limitation, in favor of or incurred by a third party corresponding to a corporal injury, illness, death or damage, destruction, or loss of the third party's property until it results in or is attributable to any negligent act or omission, or willful misconduct made by the Supplier or his sub-contractors, which could be caused by, or result in, or arise from the relation to the Order.

19. Prices and tariffs

If no price has been fixed in the Order, the price or tariff which corresponds to the Products and Services shall be equivalent to the last price or tariff quoted or paid by the Customer, or the price or tariff predominant in the market for these products and services, whichever lower.

Unless otherwise stated in the Order, said price and tariff correspond to the total compensation owed to the Supplier for the products and services, respectively, and include –without any limitation- taxes and levies of any kind, operational and productions costs and direct and indirect charges in which the Supplier could have incurred or has incurred, in the manufacturing, production, obtaining, packing, identification, loading, storage and delivery of the Products and the rendering of Services, as well as all the governmental taxes and levies of any kind and the transport costs, Supplier's employees labor, expenses allowances, insurances, tools and civil or third parties' liability). Unless the Parties otherwise agree, the tariffs and the price shall be fixed and they shall not be subject to any adjustment –under no circumstances and for no reason- except through a subsequent modification of the Products, acquired quantities, Services Scope or Units of Services.

20. Taxes

Prices and/or tariffs are subject to the adjustments and include all the taxes, contributions, rights, charges and other taxes and levies of any kind applicable to the Supplier's country and any other tax and / or levy through which the Supplier shall be responsible for the rendering of Services as well as for any other duty under this Order, including -without any limitation- the value added tax, the income tax, or any other tax, assessment and contribution which taxes the Supplier's profits, all taxes related to the Supplier's property and equipment, salaries and wages, social security charges, insurance premiums and any other social plan of the Supplier's employees pursuant to the applicable law, all taxes related to the value of Services rendered by the Supplier in accordance to this Order, other applicable sales tax, Customs taxes, import taxes and any other taxes of any nature arisen from any law, act, order, or regulation in the country where the Products are manufactured or delivered to the Customer or where the

Services are rendered. Therefore, the Supplier shall defend and hold harmless and indemnify the Customer with respect to any loss, damage, charge or cost, including reasonable legal fees the Customer may suffer as a consequence of, or in relation to, the abovementioned duties.

21. Details about the Supplier

Any modification, addition or replacement in the Supplier's name, or domicile, or in the corporate signature holders, or any change in the corporate structure, or of responsible people or its directors shall be duly informed to the Customer. Therefore, the invoices shall be properly modified as well as any other commercial documents with the new name, corporate name or type of corporation chosen.

22. Invoicing

Invoices, debit notes and credit notes shall be sent to the name of the Customer and shall fully comply with the current legal requirements at the time of their issuance. Besides, they shall state the Supplier and Order codes, as well as the receipt numbers. They shall also state each product or Order Service to be invoiced, the Product and/or Service code whenever it is indicated in the Order, quantity delivered or the units rendered per Product and/or Service and the value or amount of Product and/or Service. Different orders shall not be included in the same invoice, or deliveries of the same Product and/ or Service subject to different prices. In the case of Products bought per weight, those which come from the Customer's scales or balances shall be considered as valid.

The Supplier shall comply with the corresponding Customer Invoicing Procedure timely informed.

23. Payment

Unless otherwise stated by Special Terms, or the Customer accepts the payment terms and conditions offered by the Supplier in his invoice, the payment of the price, tariff and any other sum due to the Supplier shall be made within the term of thirty (30) calendar days since the date the Customer has received the invoice, as long as said date is not before the actual date of the total delivery of the Products or the definitive conclusion of the Services, as appropriate, in which case, the term shall begin from the last date. However, said payment shall not be made if the Supplier does not deliver the abovementioned documents in the Order, as well as the General and Special Terms accordingly and with ten (10) calendar days anticipation to the payment date. If the Supplier does not submit said documentation by the due date and in the correct manner, and consequently the Customer shall not be able to pay on time, the Supplier may not refrain from delivering the Products and rendering the Services on the date already established to this purpose.

The payments shall be made in Argentine Pesos or in the legal tender which may replace it in the future. In case the Special Terms are agreed in US Dollars, the payment obligation in each invoice shall be fulfilled completely through the payment of the quantity of Argentine Pesos equivalent to the transactional value named in US dollars stated in the Special Terms, calculating the US Dollar at the selling Exchange rate informed by the Banco de la Nación Argentina, in force at the closure of the operations

of the business day prior to the effective payment date. **[MODIFY ACCORDING TO THE COUNTRY WHERE THE AGREEMENT IS CONCLUDED]**.

24. Delivery and Rendering. Return and suspension

On time delivery performance and rendering of service is essential for the Order. The delivery shall be considered as completed only when all the products have been delivered in the place stated in the Special Terms, with full Customer satisfaction and in accordance with the Order. The rendering of Services shall be considered as fulfilled only when all the Services have been rendered pursuant to the Order and the Customer is fully satisfied. In case the delivery term of the Products or the rendering of Services is established in days, they will be considered as calendar days.

Delivery dates/terms of Products or of rendering of Services established have no extension possible, except for any cause of force majeure duly documented, proven, and in accordance with Article 29. Unless otherwise agreed in the Special Terms, partial deliveries or renderings are not allowed. If the Supplier shall not deliver or render the whole Products or Services on the dates stated in the Special Terms or pursuant to the Specifications or the Services scope, respectively, or if he does not comply with any of the obligations arisen from the Order, notwithstanding other available rights, then the Customer shall be entitled to suspend any payment owed to the Supplier, until the complete fulfillment of the Suppliers' obligations.

25. Insurance

a. Insurance requirements

Whenever the Services are rendered within the Customer's premises, the Supplier shall comply with the requirements, regulations, policies and insurance procedures duly issued and periodically updated by the Customer.

Without limiting, reducing or disregarding in any way the scope of the obligations assumed in this Order by the Supplier, the Supplier shall keep and remain in full force and shall request the sub-contractors to take out, at least, the following insurance coverage and amounts pursuant to the applicable laws in force in the country where the order shall be fulfilled:

(a) Insurance for Work-related accidents and Employee Civil Liability, covering all the employees linked with the rendering of Services

(b) General civil liability insurance, covering the Supplier's legal liability arising from the Supplier's operations while performing his tasks including, but not limited to, contamination, Supplier's equipment, product responsibility, damaged caused by fire to third parties and the customer with policy limits of at least one hundred thousand US Dollars (USD 100,000) for event /occurrence.

(c) All risk insurance Construction and Assembly (required when the Order total amount exceeds ten millions of US Dollars -USD 10,000,000-), including equipment in transit for an amount equal to the total replacement of the equipment value, and coverage for the civil liability which may arise from the equipment.

(d) In case of using vehicles during the rendering of Services, Motor Vehicle Liability Insurance, covering own vehicles, rented ones, third parties' or hired with a policy limit of, at least, one hundred thousand US Dollars -USD 100,000- for event / occurrence.

(g) Any other insurance which may be required by the local laws, including, without limitation, life insurance, social security or benefit insurance.

b. Additional insured persons / Co-insurances

Supplier insurance policies (except for workers' indemnification and employer's liability) shall appoint the Customer as an additional insured party, but subject to the extension of liabilities and obligations assumed by the Supplier under the Order. In case of damages caused by the Supplier to the Customer Property, the Customer shall be considered as third person in relation to the insurance purposes.

c. Insurance Company

The Supplier shall take out an insurance policy with a reliable insurance company with good reputation and the Customer shall be entitled to accept or reject the insurance company chosen or proposed by the Supplier.

26. Risk and title

The risk of loss, destruction or damage of the Products shall pass from the Supplier to the Customer pursuant to the Incoterms 2010 already established or, otherwise, the Incoterms 2010 which may be applicable, establishing, however, that said risk shall not pass to the Customer until the Products are clearly identified according to the Order, either by certain marks in them or by the delivery of the sending documents or proper notification to the Customer. The title to the Products shall pass to the Customer when the risk of loss, destruction or damage of the Products is transferred to the Customer.

27. Suspension

Unless otherwise stated in the Special Terms, the Customer may, at any time and for any reason, with three-calendar day prior notice to the Supplier, suspend, either totally or partially, the subsequent compliance of the Supplier's obligations under the Order. Any suspension notification shall specify the suspension date and estimated duration. Since the effective date of any suspension notification, the Supplier shall immediately suspend the fulfillment of his obligations under the Order and during the suspension period he shall not continue the activity related to the Products and Services, except for those activities or procedures which may be established by the Parties to preserve and protect the Products in the manufacturing process or Services in progress, which may be affected by said suspension. The Customer may, in any moment, terminate the suspension by written notification sent to the Supplier, specifying the effective termination date, and the Supplier shall make utmost efforts to resume the compliance of his obligations under the Order immediately after receiving said notification. Delivery dates established in the Special Terms, which would be in effect during the suspension period if there was no such suspension, will be equally extended by the Parties for periods which do not exceed the suspension period or for longer periods pursuant to what the Parties have established. The Customer shall not have any liability due to the suspension of the Order according to this Article. The Customer (but not its Affiliated Companies) will reimburse the Supplier all the direct and reasonable costs incurred up to the date of the suspension notification received by the Supplier. No additional compensation shall be paid to the Supplier (including, without limitation, loss of earnings, business loss, punitive and exemplary damages and indirect or consequential damages).

28. Non-compliance

a. Delayed deliveries

In case of any delay in the delivery of the Products or in the rendering of Services, to which respect the Supplier would not be entitled to renew the term, the Supplier shall pay the Customer, in terms of penalty clause and without prejudice to further right the Customer could have (including, without limitation, the right to terminate the Order and the right to request other damages if the amounts mentioned below were not enough to repair the total damage of the Customer), and the Customer shall have the right to charge the Supplier or to deduct from any amount owed or to be owed to the Supplier in the future 0,14% of the price of the Products not delivered or of the tariffs of the Services not rendered per each day of delay, except otherwise established in the Special Terms.

b. Minor discrepancies

The Products and Services shall be considered as in compliance with the Order, even with minor discrepancies which are common in the specific trading market or in the business course between the Parties. Nevertheless, the Customer shall have the right to a reduction in the usual price, pursuant to the trade usage and custom, due to said discrepancies.

c. Defective Products and Services

In those cases the Products and Services do not comply with this Order requirements, the Supplier, at the Customer's choice and immediately after his request, (i) shall replace the Products or render the Services again, either delivering or rendering the Products and Services, whatever is applicable, and which comply with this Order request, without any additional charge for the Customer; (ii) shall repair the Products or rectify the Services, without any additional charge for the Customer; or (iii) shall charge the Customer a reduced price or tariff, or shall reimburse the Customer the difference between the value of the Products or Services which would have had if they had complied with this Order requirements and the corresponding value just as they were delivered and rendered. In those cases in which the Products had to be repaired or replaced, or the Services –which did not comply with the requirements- had to be rectified or rendered again, the Supplier, apart from the criminal penalty which shall pay pursuant to the following paragraph, shall be charged of all the costs (including import fees) which arise from, or in relation to the delivery of the repaired or replaced Products to the Customer (including, without limitation, the inspection, delivery, storage, tests and disposal of products which do not comply with the requirements and inspections, tests, and installation of the repaired or replaced Products in the place where it is planned to use them) or by the rectification or new rendering of the Services. The Customer shall have the right to receive the payment of the criminal clause for an amount of 0, 14% of the price or tariff of the Products or Services which do not fulfill with this Order requirements per each day of delay between the day of the notification about the non-compliance and the date when the Products are delivered or repaired or the rectification or new rendering of Services is completed, except otherwise established in the Special Terms.

d. Delayed deliveries and Defective Products and Services

If the Supplier does not deliver the Products or does not render the Services on the date established in the Special Terms, and he does not replace or repair the Products which do not comply with the requirements or does not rectify or render the Services again, if appropriate, then the Customer may, at his exclusive criteria, terminate the Order (i) completely or (ii) partially, only non-delivered/rendered Products or Services or those which have not complied with the requirements. In case of the termination of the Order

pursuant to this paragraph, apart from any other available resource under the Order of the applicable law, the Supplier shall immediately reimburse the Customer the price paid for the non-delivered Products and Services or those which have not complied with the Specifications. Provisions of Article 32 also establish the effects of a termination pursuant to this Article.

e. Non-exclusive resources

Resources contemplated in this Article are accumulative and non-exclusive in any other available resource under the applicable law.

29. Force Majeure

In case of any circumstances which could make it impossible for any of the Parties to fulfill with any of the obligations related to the Order, the Party affected by this event shall not be responsible for the failure to comply as long as the following items could be proved: (i) the failure was due to an event which was beyond his control; (ii) it was impossible to reasonably expect that the obstacle or the effects over the compliance capacity were predicted at the issuance of the Order; and (iii) the event or the effects would not have been avoided or overcome. Within the maximum term of 48 consecutive hours since the time the force majeure case occurred, the injured party shall notify the other party, by written notice, about this event and its effects over its compliance capacity. Written notice shall also be sent at the time of event termination. In case any of this notification is not properly sent, the party in question shall be responsible for all damages in terms of losses which would have been otherwise avoided.

If an event of this nature shall last more than thirty (30) calendar days, any of the parties shall have the right to finish the Order without any notification or liability towards the other party.

30. Assignment; subcontractors

a. Assignment

The Supplier shall not assign this Order, either totally or partially, or assign any rights or duties related to it, or use the Order as a warranty, with the previous Customer's consent. Any assignment which violates the foregoing disposition shall be null and void. In case the Customer gives his consent for this total or partial assignment, then said assignment does not reveal or release the Supplier of any obligation under this Order, being responsible to the Customer as principal. Any consent given to the Customer for any assignment, does not exclude the rights of available compensations. The Customer does not assign this Order, either totally or partially, or any right or duty related to it, without the previous Supplier's consent; establishing, however, the Customer may assign the Order or any of his rights and duties specified herein, without the Supplier's consent (i) as a consequence of a Customer control change, including, without limitation, the merger, company reorganization, or sale of a substantial part of his assets, or (ii) to an Affiliate, in which case the assignment shall be effective since the Customer notification.

b. Subcontracting

The Supplier shall not subcontract, delegate duties –either totally or partially- related to this Order without the Customer previous consent. In case the Customer agrees that any part of the Supplier's duties are fulfilled by a third party, this authorization does not release the Supplier of any of his obligations in relation to the Order, or give said third party rights with respect to the Customer. The Customer may refuse to give authorization for the subcontractors hiring.

Any assignment, delegation or subcontracting violating what was established in this Article shall be null. The Supplier shall be liable to the Customer for the performance of the tasks carried out by all his subcontractors, in the same terms and conditions established by the Customer. The Supplier shall ensure that all the agreements entered into with the subcontractors have terms and conditions in accordance with, or which were not less demanding than this Order conditions. No term of any subcontract or order will create a relation between the Customer and the subcontractor, or between the Customer and the Supplier's employees or any of the subcontractors.

Notwithstanding what has been established in this Article, any person or entity not approved by the subcontractor and hired by the Supplier for the performance of certain tasks under any subcontract shall be considered a subcontractor only in relation to the Supplier's duties under the applicable subcontract. At the Customer's request, the Supplier shall give the Customer a list with all the subcontractors who were working in relation to this Order.

31. Termination

a. Customer termination right

The Customer shall terminate this Order in case any of the events or circumstances described in this Section occurs.

i. Termination for convenience clause

The Customer may, by means of written notice sent to the Supplier, terminate the Order, either totally or partially, in any moment, at his own convenience. The notification of termination shall specify that the termination is by the Customer's convenience and the scope of the termination. The Customer shall reimburse the Supplier all the direct reasonable costs the Supplier incurs at the date the notification of termination has been received by the Supplier. No additional compensation shall be paid to the Supplier (including, without limitation, loss of earnings, interests, rent, anticipated profits, business loss, economic losses or damages, punitive and exemplary damages and indirect or consequential damages).

ii. Termination for non-compliance

Besides, if the Supplier (i) assigns or transfers the Order or any other right or participation of it, except in the way allowed by the Order, or (ii) suffers a control change, or (iii) does not comply with the laws or dispositions, rules or regulations of any competent governmental authority or Customer's instructions given pursuant to this Order (iv) does not take care of, refuse or is not able to comply with the duties related to it, at any time during the course of the Order, or (v) violate, in any other manner, his duties in relation to the Order, and in any of the cases mentioned the Supplier does not fix the breach within a 15-calendar day term as per the reception of the Customer notification, the Customer may terminate the Order and this termination shall immediately take effect or at the time indicated by the Customer.

iii. Termination for Insolvency or Liquidation

If the Supplier: (i) is subject of an insolvency process, either a voluntary or involuntary one, or restructuring, reorganization, bankruptcy, moratorium or any other procedure for debtors protection who have financial difficulties, or (ii) are not able to or admit by written notice his inability to pay his maturity debts, or (iii) make an assignment in favor of his creditors, or (iv) initiate or suffer any action for his liquidation or dissolution, or (v) a trustee or liquidator is appointed for all or part of his assets, (vi) is directly intervened, or is intervened through his directors, partners or shareholders by judicial or administrative authority for any circumstances described in this document, or

(vii) is subject to any act similar to those above described; or, in case of any involuntary act as those before mentioned; and its consequences are not mitigated within fifteen (15) calendar days, then the Customer may send the Supplier written notification about his decision to terminate the Order, and this termination shall be effective immediately, or at the moment the Customer establishes.

iv. Effects of Termination by the Customer

If the Customer terminates the Order in accordance with the preceding provisions, the Supplier shall not be entitled to any other payment until the Customer's claims related to this termination are settled, and the Supplier shall hold the Customer harmless and shall indemnify him for the losses and damages he suffers due to the termination and the caused consequences. The Supplier renounces himself and on behalf of the administrator, liquidator, trustee or similar, to the right to request the continuation of the Order in case of any other abovementioned circumstances.

b. Supplier termination Right

The Supplier shall terminate this Order by any of the events or circumstances described in this Section.

i. Termination for non-compliance

If the Customer does not comply with any his duties under this Order and does not remedy non-compliance within the term of fifteen (15) calendar days as per the reception date of the written notification by the Supplier, said Supplier may terminate the Order, by written notification, and said termination shall be effective immediately or at the time the Supplier has established.

ii. Termination for Insolvency or Liquidation

If the Customer: (i) is subject of an insolvency process, either a voluntary or involuntary one, under the bankruptcy or insolvency law, or any other proceeding for the debtors' protection who have financial difficulties, or is not able to or admit by written notice his inability to pay his maturity debts, or initiate or suffer any action for his liquidation or dissolution, a trustee or liquidator is appointed for all or part of his assets, or is subject to any act similar to those above described; or, in case of any involuntary act as those before mentioned; and its consequences are not mitigated within a reasonable term, then the Supplier may send the Customer written notification about his decision to terminate the Order, and this termination shall be effective immediately, or at the moment the Customer establishes.

iii. Effects of Termination by the Supplier

If the Supplier terminates the Order in accordance with the preceding provisions, the Customer shall hold the Supplier harmless and indemnify him regarding all the losses and damages the Supplier could suffer as a consequence of said termination and the circumstances caused.

32. Information return provided by the Customer

Once the Order is terminated for any reason whatsoever, the Supplier shall immediately return the Customer all the Confidential Information, including, without limitation, all the designs, drawings, manuals, specifications, data sheets and any other document or material delivered by the Customer, together with all their copies and extracts.

33. Provisions and obligations which survive the expiration or termination

The anticipated cancellation, expiration or termination of the Order will not release the Parties from the obligations and provisions which, by their nature, should survive said

cancellation, expiration or termination, including, without limitation, the provisions about dispute resolutions, warranties and resources, obligations to indemnify, rights of compensation and confidentiality.

34. Non-exclusive remedies

Except for the provisions set forth in Article 42, the rights and remedies established herein in favor of the Parties shall be accumulative and non-exclusive of other rights and remedies the Parties may have by law or equity. Any attempt of the Supplier to: 1) deny any theory or argument under which the Customer may claim the Supplier; or; 2) establish maximum prescription terms within which the Customer is forced to claim against the Supplier, is expressly disclaimed and shall be valid.

35. Compensation right

If the Supplier does not comply with the obligations under this Order or with any relation to the Customer or any of his Affiliates, the Customer shall be entitled to compensate and apply all and each of the amounts that –at any time- the Customer or any of these Affiliated Companies owe to the Supplier or keep in favor or on behalf of the Supplier in any currency against any amount, whether or not the Customer has carried out a request under the Order even when it is possible that said obligations could not have expired.

36. Confidentiality

The existence of the Order, its terms and conditions, the business relation between the Parties, and all the Confidential Information shall be managed by the Supplier as secret and confidential information at any time (both during the Order term and after it) and, they shall not be used by the Supplier, or the Supplier shall allow to use them for any purpose different from the Order compliance, without the Customer's previous consent in writing. The supplier shall not disclose or release any of the information outside the organization except to those people who, due to their duties, need to know about it, as long as these people have submitted a confidential agreement to the Customer. Any document or material described in Section 14, which is developed by the Supplier or by his subcontractors to be delivered to the Customer under the Order, shall be considered as Confidential Information both by the Supplier and his subcontractors.

37. Personal Data

The Supplier gives his free consent to manage his personal data provided by the Customer, declaring he has been duly and clearly informed regarding: (i) the purpose to use his data and the people who will receive them; (ii) the existence of the data base and the responsible party's identity and address; (iii) the optional nature of the requested questions; (iv) the consequences about providing data, denying to provide them and provide non-exact data; (v) the possibility to exercise the rights of access, correction and deletion of personal data. However, the Supplier authorizes the Customer, either by his own or by a company which renders credit information services, to gather information about the Supplier's financial and credit situation as well as about the compliance or non-compliance of his economic duties and data verification by the Supplier. Besides, the Supplier authorizes to provide his data to the Customer for the compliance of all the purposes directly related with the business relation between the Parties, such as credit information companies, bank entities, external Law Firms, suppliers who deal with the information and the Customers' headquarters. Consequently, the Supplier shall release

the Customer of any subsequent claim which could arise due to the handling of the Supplier's personal data in accordance with this Order.

38. No Waiver

The fact that the Customer does not take any decision related to the non-compliance or defective or late compliance of any of the Supplier's obligations or commitments under this Order, shall not be a waiver of the Customer's right to claim or demand the specific compliance of the obligation or corresponding commitment in the future, or that the non-compliance or the Supplier's non-compliance or the defective compliance of his duties or commitments under this Order are repaired.

39. Notifications

All notifications, requirements, claims and other communications required under this Order, shall be made in writing, in Spanish, and shall be submitted personally or sent by mail, certified air mail or registered mail, postage paid, to the other party at the domicile indicated for these purposes in the headings of this Order (or to the domicile indicated by written notification to the other party). The notification shall be considered duly submitted (a) when it has been delivered by hand to the other party; or (b) with the corresponding acknowledgement of receipt depending on the due method used.

40. Independent Contractor

The Supplier is and will be an independent contractor, with his own personnel, premises and equipment, and in said capacity, he declares and ensures that: (i) has been duly established and properly organized and is currently a company validly existing under the laws of its corresponding place of incorporation; (ii) has full power and authority as well as capacity to assume and fulfill the obligations under this document; (iii) has wide experience, technical capacity, and is duly financed, organized and equipped to fulfill its duties; (iv) is properly organized and financed to comply with any personal commitment or those assumed by the workers; (v) has its own offices open to the public, and (vi) in the compliance of its obligations herein established, use his own employees, premises and equipment.

41. Severability

In case it is established that any provision of the Order is invalid, illegal or unenforceable in any jurisdiction, the validity and effectiveness of this provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, will not be affected, as long as (in the second case) the substantial purpose of the Order could be determined and carried out. In this case, the Parties shall replace this provision by a new reasonable one, trying to be as close as possible –to the fullest extent permitted by law- to what the Parties have agreed in the original provision.

42. Company, Agent or Employment

No disposition of this Order shall be deemed to constitute a company between the Parties, or constitute to any of the parties as an agent of the other for no purpose except what has been established in the terms of the Order. The Supplier does not have the authority to act by or on behalf of the Customer, or to oblige the Customer to extend any warranty, or make any representation on behalf of the Customer. Any agreement the Supplier may entered into without the Customer authorization shall not bind the Customer and constitute an obligation for the Supplier.

43. Disputes resolution – Applicable legislation

This Order shall be governed and construed in accordance with the Argentine law, and any disagreement, dispute or claim which may arise from or related to it, either of contractual origin or other, including without limitation, any disagreement regarding the validity of the Special or General Terms, or to the termination, compliance or non-compliance of the Order, shall be definitively resolved before the Ordinary Commercial Court of the City of Montevideo (Tribunales Ordinarios Comerciales de la Ciudad de Buenos Aires) **[MODIFY ACCORDING TO THE COUNTRY WHERE THE AGREEMENT IS CONCLUDED]**.