



GENERAL CONDITIONS OF SERVICE

RPG 04-10

Page:1 of 3

1.- **GENERAL:** CONTROL INTERNATIONAL S.A., the Inspection Body (tax id. 30-66178505-1), supplies services in accordance with following General Conditions of Service, in case of any exception same to be stated in writing. If law in the location where agreements, pacts or contracts are signed exclude any of these conditions, local law will prevail, stating in writing such differences.

These General Conditions of Service are available on web page www.controlint.com.ar for whom may request them.

CONTROL INTERNATIONAL S.A. supplies services to those physical or legal persons, administrations or public bodies who may request it, hereinafter named the "Customer".

2.- **SERVICE SUPPLY:** CONTROL INTERNATIONAL S.A. provides services of inspection, sampling and analysis of commodities, developing following activities:

- Quantity and/or Quality inspections;
- Inspection of premises, packing, tanks/holds, containers and means of transport;
- Inspection of loading or discharge of goods;
- Supervision of Weight;
- Sampling and samples preparing;
- Analyses in outsourced Laboratories;

CONTROL INTERNATIONAL S.A. provides services in accordance with :

- Specific instructions explicitly supplied by Customer and confirmed by CONTROL INTERNATIONAL S.A.;
- Own procedures;
- Habits and customs of commercial, technical, operational or financial practice.

Nominations for service supply should show all necessary information, specifications and instructions for CONTROL INTERNATIONAL S.A. to be able to assess and/or supply required services.

CONTROL INTERNATIONAL S.A. will issue inspection reports and/or certificates in accordance with Customer document instructions.

CONTROL INTERNATIONAL S.A. is not compelled whatsoever to refer to or to report upon any fact or circumstance deviating from specific instructions received.

CONTROL INTERNATIONAL S.A. will have a right to entrust all or part of service supply stated on agreement, pact or contract to a qualified representative or subcontractor complying with requirements laid down by CONTROL INTERNATIONAL S.A. for service subcontracting.

CONTROL INTERNATIONAL S.A. will inform Customer about intention to subcontract any part of the inspection task.

CONTROL INTERNATIONAL S.A. is committed to guaranteeing a fair and objective performance of its inspection activities.

UNCONTROLLED COPY

Responsible: Senior Management
Issued on: 21/05/20
Revised on: 21/05/20
Amendment Index: A



CONTROL INTERNATIONAL S.A.

GENERAL CONDITIONS OF SERVICE

RPG 04-10

Page:2 of 3

CONTROL INTERNATIONAL S.A. is committed to keeping all information attained or achieved during service supply as confidential.

Should CONTROL INTERNATIONAL S.A. disclose confidential information either by law or court decision, the Customer or concerned person will be noticed about information supplied unless forbidden by law.

CONTROL INTERNATIONAL S.A. will inform the Customer beforehand what information it intends to make public. Except for information the Customer makes available for the public or when agreed between CONTROL INTERNATIONAL S.A. and the Customer (for example, for the purpose of responding to claims), all other information will be dealt with as confidential information.

Customer acknowledges that CONTROL INTERNATIONAL S.A. when supplying their services, does not take the place of Customer or a third party or releases them from their duties or assumes, abridges, abrogates or exempts Customer from any duty to a third party or that of any third party to Customer.

Samples will be kept for three months as a maximum, as from loading/discharge/shipment completion date, after such a period CONTROL INTERNATIONAL S.A. will no longer be responsible for such samples.

3.- CUSTOMER DUTIES:

Customer shall:

- send CONTROL INTERNATIONAL S.A. all necessary instructions and sufficient information in due time to be able to perform requested services effectively.
- make available for CONTROL INTERNATIONAL S.A. staff any necessary access for requested services to be supplied effectively.
- take all necessary measures to remove or sort out any obstacles or interruptions during requested services supply.
- check that all necessary measures are taken as regards working conditions, sites and facilities safety during services implementation.
- inform beforehand about any risk or hazard either real or potential related to services to be supplied such as radiation, toxic materials, explosive elements, environmental pollution, among others.
- inform decision rules for conformity acceptance considering measurements uncertainty.

4.- FEES AND PAYMENT:

Customer agrees to pay CONTROL INTERNATIONAL S.A. all charges implied in the collection of an invoice, including legal fees and other related costs.

Should any unexpected problem or cost arise during supply of any of the services contained in the agreement, pact or contract, CONTROL INTERNATIONAL S.A. will have a right to charge additional fees to cover extra costs and time compulsorily incurred for the provision of services.

If CONTROL INTERNATIONAL S.A. is not capable to provide all or part of the services due to reasons not attributable to CONTROL INTERNATIONAL S.A., including failure by Customer to fulfill any of its duties agreed on "Customer duties", CONTROL INTERNATIONAL S.A. will have a right to pay :

- all actual costs incurred by submitting respective bills,

UNCONTROLLED COPY

Responsible: Senior Management
Issued on: 21/05/20
Revised on: 21/05/20
Amendment Index: A



GENERAL CONDITIONS OF SERVICE

RPG 04-10

Page:3 of 3

- a percentage of agreed fees/rate equal to the proportion of the service actually fulfilled.

Customer shall not withhold or defer payment of any amount due to the Company arguing a dispute, counter claim or compensation it may allege against CONTROL INTERNATIONAL S.A.

5.- LIABILITIES AND INDEMNITIES:

CONTROL INTERNATIONAL S.A. commits to performing contracted services with necessary care and skills, and accepts its liabilities only in cases where such a care was not taken or such skills were not fulfilled.

CONTROL INTERNATIONAL S.A. will not be responsible for failure to supply services directly arising from any event beyond the Company's reasonable control including failure of the Customer to comply with any of its liabilities under these "General Conditions of Service".

CONTROL INTERNATIONAL S.A. liability as regards any claim due to loss, damage or costs of any type, whatever their origin, concerning any failure to fulfill the agreement, pact or contract and/or any breach to apply the necessary care and skills by CONTROL INTERNATIONAL S.A. will under no circumstances exceed a total amount equal to 7 (seven) times the amount of specific requested service fees/rate.

CONTROL INTERNATIONAL S.A. will have no liabilities whatsoever as regards any claim due to indirect or consequential damages, including loss of profits and/or loss of potential business and/or loss of production and/or termination of agreements, pacts or contracts entered into by Customer.

CONTROL INTERNATIONAL S.A. does not act as an insurance company or as a guarantor, therefore it denies all responsibility of this nature. Customers seeking an insurance against any loss or damage, should obtain a suitable insurance to that purpose.

CLAIMS AND APPEALS MANAGEMENT (GP 10) is available to whoever may request it on CONTROL INTERNATIONAL S.A. web page – www.controlint.com.ar

6. SUSPENSION OR TERMINATION OF SERVICES SUPPLY:

CONTROL INTERNATIONAL S.A. may suspend or terminate services supply immediately and with no need of any previous notice, without liability or any right to compensation to the Customer, in case the latter fails to comply with any of its liabilities stated hereunder and/or payment of contracted services, with prior notice to comply within 10 days following notification. Termination of services by CONTROL INTERNATIONAL S.A. by virtue of this will not grant the Customer the right to any claim. Any legal or pre-legal costs inflicted to CONTROL INTERNATIONAL S.A. on collection of liabilities not fulfilled by the Customer, will be at the Customer's expense.

7. LAW AND JURISDICTION:

These "General Conditions of Service" are ruled by Argentine Republic laws and are subject to exclusive jurisdiction of the court of Buenos Aires City, Argentina. No modification, amendment or resignation to any of these terms and General Conditions will have any effect unless made in writing and signed by the Company Executive Management.

UNCONTROLLED COPY

Responsible: Senior Management
Issued on: 21/05/20
Revised on: 21/05/20
Amendment Index: A