

General Terms and Conditions of Contract of TUV NORD ARGENTINA S.A.

TUV NORD ARGENTINA S.A. (hereinafter "TNA") shall solely apply the General Terms and Conditions of Contract (hereinafter "Terms and Conditions") set forth herein to the services TNA renders in accordance with the general terms and conditions of **TUV NORD GROUP**.

Definitions:

Acts of God or Force Majeure Events: shall have the scope set forth in articles 513 and 514 of Argentine Civil Code.

Cooperation: is each and every action performed by the Customer or Customer's staff who facilitates the performance of the Services owed.

Contractual Documents: are any and all documents by means of which the Service is assigned to TUV NORD ARGENTINA S.A., whether they bear the form of Purchase Order, Service Order, Offer, and/or Contract and every annex thereto, all of which shall constitute a single document for the Parties.

Confidential Information: is any and all technical, operative and strategic information on the operations performed by the Parties or any of their affiliated companies, whether written, oral, on magnetic support, or any other computerized mechanism, disclosed either before or after the execution of the Contractual Documents; including, without limitation, all information included in photographs, know-how, technology, drawings, mails, e-mails, reports, notes, plans, magnetic tapes, electronic files, software or any other means of information recording; as well as any other information disclosed or otherwise made available by a director, officer, employee, representative, adviser or contractor of TUV NORD ARGENTINA S.A. or any of its affiliated companies.

Labor Standards: are any and all labor and social security laws, norms and regulations in force and/or to be enacted, which shall govern the relationship between the Parties hereto, and their Staff and Subcontractors, during the entire performance of the Services.

Parties: shall collectively refer to TUV NORD ARGENTINA S.A. and the Customer, while "Party" shall individually refer to any one of them.

Staff: is any person employed or hired by the Parties and/or at the disposal or under the direction of either Party to provide the Service, including, without limitation, any and all employees, representatives, advisers, subcontractors, and their respective employees.

Period for Performance of Services: services may be rendered either in the short-term, not exceeding 1 year of performance, or also called short period services, which shall be performed in terms of days or weeks; or in the long-term, extending for more than 1 year and performed in months.

Premium: is the Service rendered by TNA which shall be performed within a period strictly set forth under the specific conditions of contract or any similar document, previously accepted by TNA, with a price different to the one quoted for the same Service rendered without such a period of time strictly set forth.

Intellectual Property: is each and every industrial and intellectual property rights; including, without limitation, inventions, discoveries, developments, technical information, technical data, prototypes, industrial processes, improvements, patent rights, circuits, drawings, plans, specifications, trademarks, trade names, designs, copyright, and other exclusive rights, samples, or know-how of TUV NORD ARGENTINA S.A.

Customer: is any individual and/or entity and their respective Subcontractors to which TUV NORD ARGENTINA S.A. shall render its Services.

Service(s): are the works to be performed by TUV NORD ARGENTINA S.A. and its Subcontractors pursuant to the Contractual Document.

Site: is the physical place where the Services shall be performed.

Subcontractors: are the suppliers, contractors and/or advisers of TUV NORD ARGENTINA S.A. and the Customer, which have an exclusive and direct relationship with them and are under their charge and responsibility.

TNA: is TUV NORD ARGENTINA S.A., domiciled at Avenida Del Libertador 650, 7th Floor, ZIP Code B1638BES, Vicente Lopez, Buenos Aires province, Argentina. TNA may modify said domicile and shall duly notify Customer thereof by reliable means.

I. Scope of Terms and Conditions

- These Terms and Conditions shall apply to all Services rendered by TNA (including, without limitation, appraisals, tests and consultancy services) and all responsibilities resulting from the contractual obligation with the Customer and declared to be known by them before entering into and executing the Contractual Document.
- These Terms and Conditions may be complemented with specific conditions or deviation agreements, drawn in writing on a case-by-case basis and agreed by both Parties. Furthermore, said specific conditions or deviation agreements shall prevail over the General Terms and Conditions in the event of an inconsistency. In case of inconsistencies between the documents comprising a single Contractual Document, specific conditions shall prevail over general ones.
- Customer's additional terms and conditions conflicting with the Terms and Conditions herein set forth shall not be accepted, unless TNA partially or fully consents to such in writing when quoting the Service.
- Any condition and specification added by Customer in its delivery notes, invoices or any other documents exchanged between the Parties shall be deemed null and void if they are inconsistent with the express conditions set forth in the Contractual Document, this Terms and Conditions and the specific conditions or deviation agreements aforementioned.
- Should any section herein be deemed invalid, it shall not affect the validity of the remaining sections herein.

II. Execution and/or Conclusion of the Contractual Document

- The Contractual Document shall be deemed executed only when the offer is accepted, when any document defined as Contractual Document has been sent and/or executed, or upon commencement of performance of the Services. If TNA issues a written acknowledgement of an order, offer or other type of document, this shall determine the content and scope of the contract.
- Any changes, ancillary agreements and additions, and any agreement on quality or the assumption of warranties must be expressly confirmed by TNA in order to be effective when sending out or answering the Contractual Document. This also applies with respect to the cancellation of this section.
- The Contracting Documents shall remain in force during the performance of the works object thereof, pursuant to the Contractual Document. Had an expiration date been determined in advance, regardless of said works, the Contractual Document shall be deemed tacitly extended for successive monthly periods; unless any of the Parties determined otherwise, by any written reliable means, notifying the other Party at least thirty days before said expiration date or due date of any of the extensions. Notwithstanding the foregoing, the sections applicable as regards compliance of the period for performance and the extensions thereof shall be stated in a document annexed to the Contractual Documents.
- Both Parties shall pay the stamp tax in equal proportions, if applicable.

III. Documentation

- Considering the magnitude of the Services to be rendered, TNA shall have the option to require Customer the following documents: (i) certified copy of the Bylaws, Articles of Incorporation or any other constituent document duly registered with the Argentine Registrar of Companies of the corresponding jurisdiction; (ii) certified copy of the document furnishing the legal character of the person signing the Contractual Document on behalf of Customer; (iii) copy of the certificate of Customer's Argentine tax identification number (CUIT, as per its Spanish acronym); and (iv) certified copy of the registration of Customer's legal domicile at the Argentine Registrar of Companies of the corresponding jurisdiction. A certified copy of the Argentine identity document and a copy of the certificate of CUIT shall be submitted if Customer is an individual. Should any information and/or the aforementioned documents be modified, Customer shall immediately notify thereof submitting a certified copy of the documentation evidencing said modification. All goods shall bear their corresponding receipts. Furthermore, every document evidencing fulfillment of the legal requirements to enter the country shall be attached to all goods and objects imported.

IV. Performance of Contractual Document and Customer's Obligation to Cooperate

- Provided nothing different has been expressly agreed, TNA shall only be obliged to render the exact Services provided for in the Contractual Document. TNA shall render such Services according to the generally accepted technical rules and standards and the statutory specifications and the international commitments undertaken by TNA, such as the accreditations granted by international recognizing organizations.
- TNA shall not be obliged to provide a compensation and/or replacement for any damage caused when rendering the Service, such as any loss, any partial or total destruction of Customer's objects or materials due to their extended use during performance of the Service or any lack of maintenance attributable to Customer; or due to the correct use of such objects or materials to perform the Services owed, such as tests in which, as a result of the nature of the Service owed, any legal and/or administrative requirement or any standard of such product, object or material, a total or partial disablement of the product, object or material is required. Likewise, when materials are delivered, Customer accepts that some of the Services rendered lead to the intentional destruction of the material delivered. Transport and/or delivery of Customer's objects or materials, as well as any insurance and authorization thereof, and their return, shall be implemented at Customer's expense and risk, upon Customer's request. Any object or equipment sent to TNA shall be clean and free from toxic or hazardous substances with the potential to affect Staff's health. Where objects or materials are retained by TNA, TNA's liability shall be limited to the duty to exercise due care and attention.
- Customer shall inform TNA completely of all facts relevant to the performance of the Service. TNA is basically not obliged to check that the data, information or other matters provided by Customer are correct and complete, where there is no specific reason to do so given the circumstances of the individual case or where

the Contractual Document does not expressly cover this. TNA does not assume any guarantee for the correctness of the safety rules, regulations and programs on which our inspections, tests and appraisals are based; unless such rules, regulations or programs come from TNA or are themselves a subject of the inspection order. Nor does TNA bear any responsibility for the good order and functioning of the objects inspected with respect to technical safety where this is not expressly included in the Service provided by TNA.

4. Where Customer must perform one or more actions of a cooperative nature to enable TNA to perform the Service, Customer shall do this in good time and at his own expense; expenses will only be reimbursed if this has been expressly agreed and approved by TNA in writing. Where Customer does not fulfill his obligation to Cooperate, does not do so in good time or does not do so in a proper fashion, TNA shall be entitled to charge Customer for the extra expense thus incurred, which can be legally enforced.
5. TNA is entitled to have the Services which TNA has to provide performed by a Subcontractor who shall be carefully sought out by TNA pursuant to its criteria and experience in the area, complying with TNA's standards.
6. If TNA has to provide the Services outside its commercial offices and/or corporate domicile, Customer shall be obliged to take all measures needed to ensure safety of movement where the Services are provided and to take the corresponding safety measures. TNA shall be entitled to refuse performance of the Service as long as the necessary measures have not been taken by Customer. TNA shall be entitled to issue a record sheet detailing the problems encountered and immediately remove its Staff from Customer's premises; in such a case, the period for performance shall be automatically extended until all the inconvenients that gave rise to such extension are solved. However, TNA shall be entitled to either continue providing the Services owed, as long as the inconvenients are solved, or terminate the Contractual Document, without the latter being deemed a reason for filing a judicial or extrajudicial claim against TNA.

V. Periods

1. Periods and dates shall always be taken as approximate, with a grace period of more or less twenty percent (20%) in accordance with the Service to be provided by TNA; where no periods and dates were expressly set forth in individual cases and agreed by both Parties or when TNA made its offer. Except for Premium Service. Where such periods and dates are not binding, TNA shall only be in default if the Customer has previously set a reasonable deadline in writing for performance of the Service owed and such request has been fruitless without justification. In any case, periods set shall only commence upon commencement of performance of the Services and/or with the complete performance of all actions of Cooperation due from the Customer and – a security deposit, partial payment, down-payment or advance, whatever the case may be, pursuant to the Service owed and what the Parties have agreed – from the receipt of such payment. Any subsequent requests for changes or belated actions of Cooperation on the part of the Customer shall mean an appropriate extension of the periods.
2. If the Service to be provided by TNA is delayed owing to unforeseeable circumstances which are not TNA's fault, called Acts of God or Force Majeure, TNA shall be entitled to withdraw in whole or in part from the Contractual Document or at TNA's discretion to postpone completion of the Service by the length of time the hindrance lasts. TNA shall notify Customer without delay of the impossibility to fulfill the Service or part of the Service. In case of withdrawal from the contract, TNA shall refund, within a reasonable period, rendered fulfillment of the contract to Customer. Customer's Claims for compensations are hereby excluded. Upon the occurrence of an Act of God or Force Majeure, and if any obligation by Customer is still pending fulfillment, Customer shall notify such situation to TNA, by reliable means, and make all the corresponding payments up to the amount for and/or period on which the Service has been rendered.
3. If Customer delays acceptance of the Service or violates any other obligation to cooperate, TNA shall be entitled to institute legal proceedings for any damage TNA may suffer, including additional costs, court costs and reasonable attorney's fees resulting from said situation.
4. If TNA is in default for reasons attributable to TNA, if it becomes impossible to fulfill the agreed Service for reasons attributable to TNA, or if TNA decides to suspend all or part of the performance of the Services related to the Contractual Document for his own convenience, Customer shall solely be entitled to a compensation for the direct and unavoidable costs Customer may have incurred when making any cash disbursement to have the Service exclusively provided by TNA and such cost, expense and/or acquisition could not be used to have the Service provided by someone else. Customer shall duly certify such expense, cost and/or acquisition with the appropriate documents within 5 (five) calendar days as from the expiration date of the suspension period. Likewise, when appropriate, the time of delivery shall be adjusted at the exclusive criteria of TNA.

VI. Acceptance

1. Where the Services to be rendered by TNA require acceptance, Customer shall be obliged to provide it within a period of 30 days as from receipt of the offer, report or any other related document. Silence shall be deemed tacit acceptance. Minor defects which do not seriously impair the suitability of the Service, report or document shall not entitle Customer to reject the performance of the Service and deny payment thereof, even when made in monthly payments, without prejudice to Customer's right to enforce statutory claims with respect to defects upon presentation of details and/or report. Should the outcome of the trial, test or report of the Service rendered be negative or contrary to Customer's desired results, Customer shall not be entitled to turn down the report or Service, withdraw from the Contract or refuse to make the appropriate payment.
2. Intellectual Services shall be deemed to have been accepted if Customer does not expressly lodge objection in writing with a detailed description of the imperfections within thirty (30) calendar days of the fulfillment of such Services. In the case of such objections TNA shall check such imperfections. If an objection lodged by Customer on the grounds of imperfection is found to be unjustified on TNA's criteria, Customer shall bear the extra expenses involved in checking such lodged objections.
3. The reports shall be prepared in TNA's standard layout or any such layout previously agreed upon by the Parties when quoting the Service.

VII. Price and Payment

1. The price set forth in the Contractual Document shall be fixed and immovable, with the exception of any price increase or variable prices that TNA may expressly apply in writing for Services to be rendered in a long-term, or in response to economic fluctuation and inflation in the country. Thus, the decisive criteria shall be the price quoted by TNA. Invoices shall be issued pursuant to the General Resolution of Argentine Internal Revenue Department (DGI, as per its Spanish acronym) No. 3419/91, or any subsequent resolution that may replace it, and shall comply with any and all legal and/or regulatory requirements in force at the time of issuance. If applicable, the Value Added Tax has to be listed separately in the invoice. If cheques are accepted, this shall only be done without discount. Any discount charges shall be borne by Customer. TNA withholds the right to require reasonable advances and reimbursement of expenses, previously agreed upon with Customer. TNA shall not accept any price retention or warranty insurance. Should the Services be rendered by a Subcontractor, TNA shall invoice the higher costs that may arise to Customer, prior notification. In the event of subcontracting, both Parties shall remain directly liable in all aspects with respect to the Subcontractors pursuant to the provisions established below. The Parties withhold the right to inspect and verify all subcontracted works, without obstructing the performance of the Service.
2. TNA shall be entitled to increase the price of his Services in case of long-term contracts; if Customer does not agree with such price increase, Customer may withdraw from the Contractual Document within the period of 30 (thirty) days after such price increase has been notified. Otherwise, the price increase shall be deemed tacitly accepted. Where no fixed price has been agreed and it is established during the performance of the Service and the costs exceed the amount quoted as an estimate by more than 10%, TNA shall notify Customer of this. In such a case, Customer shall be entitled to terminate the Contractual Document. TNA shall be entitled to invoice the Services rendered before the date the contract termination is notified by reliable means.
3. All invoice amounts will be due for payment 30 (thirty) days upon receipt of pertinent invoice. The Parties may agree to add a different payment condition in the Contractual Document. Default shall take effect immediately with no notice required. In such a case, Customer shall be liable to pay interests on arrears and all extra costs incurred by TNA.
4. In the event the payments due to TNA are not likely to be payable due to the inadequate payment capacity of Customer, TNA shall be entitled to continue with the performance of the Services solely under advance payments. Otherwise, TNA may withdraw from the Contractual Document, without that being a ground for compensation claims on behalf of Customer as set forth below.

VIII. Withdrawal

1. Apart from the grounds for withdrawal herein set forth, such as non-performance and/or default in the performance of the obligations of Customer, and any other ground that may be subsequently established on the Contractual Document under special circumstances, TNA shall be entitled to withdraw from and/or terminate the Contractual Document, in whole or in part, if Customer becomes insolvent, enters into an out-of-court bankruptcy proceeding or a simple arrangement with creditors to avoid bankruptcy, transfers a substantial amount of his assets to creditors, files for bankruptcy, or this one is filed by a third party, or fails to comply with his obligations related to the Service and/or the Contractual Document. Such withdrawal may be in whole or in part. Likewise, and at its own discretion, TNA may unilaterally terminate the Contractual Document, in whole or in part, based on no ground, prior notification to Customer of such decision with at least 30 (thirty) calendar days in advance. Claims for compensation are hereby excluded. Similar criteria shall be applied in cases of withdrawal by mutual agreement and Customer's withdrawal based on reasonable grounds.

IX. Assignment

1. Assignment or pledging of the Contractual Document, in whole or in part, as well as the credit arising therefrom and/or from the Service shall be hereby excluded without TNA's prior authorization. Assignment of credits shall solely be made in favor of financial entities duly authorized to function as such under Argentinean Law 12526 governing Financial Entities, pursuant to the Resolution of Argentine Public Administration of Federal Income (AFIP, as per its Spanish acronym) No. 151/98 and by means of notarial notice to TNA at the place of payment within at least 10 (ten) days prior to the date of payment.

X. Notice of Defects and Withdrawal

1. If TNA provides a defective Service, Customer shall give TNA the opportunity to attempt at least twice (2) to rectify the service within reasonable periods where this is not unreasonable in the individual case or there are no special circumstances which justify immediate withdrawal from the Contractual Document on the part of Customer, taking into account the interests of both Parties. TNA shall in any case have the choice between rectifying the defect and supplying a defect-free Service. If TNA's attempt to rectify fails, Customer shall be entitled to reduce payment proportionately to the defect or withdraw from the Contractual Document; claims for compensation shall then only apply in accordance with the section called "Liability". There shall, however, be no entitlement if the nonconformity in relation to the Service owed is only minor and its normal provision is not affected, at TNA's discretion.
2. Customer is obliged to immediately announce existence of any apparent defects. Customer is obliged to announce any hidden defects immediately after its detection.

XI. Liability. Insurance

1. Customer agrees that the full and total liability of TNA with Customer as regards any and all damages, claims, losses, expenses or harms arising out of or related to the Services rendered by TNA pursuant to the Contractual Document, including, without limitation, the indemnifications provisions set forth herein in subsections 6 and 7 of this section, or any other cause that may include, without limitation, any act, mistake or negligent omission of TNA, objective liability, non-performance of the Contract, compensation or non-performance of any warranty, shall not exceed, in any case, the total amount of the Contractual Document or the order notes regarded as a whole, or the amount of EUR 1,000,000 (one million Euros), whichever is lower.
2. Customer, TNA and their respective insurance companies shall waive all rights (including rights of subrogation) against each and every Contractor or Subcontractor on the grounds of losses and damages covered by the insurance contracted.
3. Customer shall require the Contractors or Subcontractors and their respective insurance companies to waive the same rights in favor of Customer and TNA.
4. TNA shall not be liable for Customer's capacity to finish his product in relation to or arising out of the Service rendered by TNA. TNA shall solely be liable for the final specifications and the scope of the Service described in the specific conditions of contract and/or any similar document.
5. There is no intention to hereby constitute other declaration or express or implied warranty in this sense.
6. TNA, its affiliates, directors, managers, employees and/or subcontractors shall not be liable for any incidental, indirect, special, remote, punitive, economic and/or consequential damage, including, without limitation, income or revenue losses, lost profit and/or consequential damage suffered by third parties, Customer and/or any of his representatives, employees, contractors and/or Subcontractors related to the Service, as well as environmental damages and/or its effects resulting from rendering the Service or performance or non-performance by the Subcontractors. The limitation of liability provided for herein shall be in force whether it is from a contractual or non-contractual origin (including negligence), objective responsibility or any other legal source.
7. Customer shall indemnify and hold TNA harmless from any claim, action, demand, liability, loss, damage, cost, and/or expense (including court costs and attorney's fees) arising out of personal damages or harms that TNA may suffer from or pay as a result of negligent acts, errors or omissions by Customer, his representatives, advisers, Subcontractors and/or Staff while performing the Service.
8. The Staff provided for by both Customer and TNA shall have the necessary abilities to perform the Services owed by TNA. Should TNA consider that Customer's Staff is not suitable for TNA to render the Services, or may obstruct its performance, any task to be carried out jointly, or any action of Cooperation, TNA shall be entitled to require Customer to exclude them. Customer shall pay his dependants and/or hired staff the appropriate salaries and/or compensations.
9. Both Parties shall be held harmless from any claim, action or demand filed by the Staff rendering the Services (whether that person be an employee, contractor, subcontractor or director and/or any person at the disposal or under the direction of TNA or Customer to render the Services resulting from the Contractual Documents, including, but not limited to, their employees, representatives, advisers, workers, operators, and Subcontractors and/or their own employees), Customer's customers, as far as possible in this case, and shall compensate them for any cost, loss, damage, court cost, and reasonable attorney's fees and/or any other fee, expense and/or cost which may be incurred as a consequence of such claims, actions or demands with respect to the Services. Both Parties undertake to address any and all claims of the Staff rendering the Services, as long as those claims are raised while the Services are still being rendered. If the claims take place after completion of the Service, Customer shall separate and hold TNA harmless from any and all obligations that may arise thereafter, in the cases in which such Staff holds TNA directly or jointly and severally liable in their claims pursuant to art. 30 of Argentine Law of Contract of Employment No. 20744 and/or any other legal disposition. In any case, should TNA have to make any payment as a consequence of the obligations undertaken by Customer, Customer hereby undertakes to reimburse TNA in a conclusive period of five (5) calendar days as from the request of such reimbursement by reliable means, all amounts paid by TNA, as a result of an administrative or judicial decision, seizure, settlement agreements and/or any other cause, arising out of the aforementioned claims, including court and out-of-court expenses and reasonable attorney's fees and/or any other expense and/or cost incurred by TNA.

XII. Data

1. TNA shall only be liable for the restoration of data if Customer has ensured that such data can be reconstructed from backups previously made or other data stored in different physical locations with a reasonable amount of effort. Customer is in particular obliged to back up data and programs at intervals appropriate to the application on a regular basis, at least once a day, and to inform TUV NORD of this so that any necessary restoration may be carried out.

XIII. No Association

1. Nothing contained in these Terms and Conditions and/or Contractual Document shall be construed as establishing or implying a consortium, joint-venture, company, agency or power of attorney, nor as a principal and agent relationship between TNA and Customer, given that Customer is an independent trader with its own corporate organization and enough resources and staff to comply with the object of the Contractual Document. Therefore, TNA and Customer shall not in any case be jointly and severally liable for obligations undertaken separately before a third party or their own staff. Customer is not a representative or agent of TNA and shall not undertake any obligations towards third parties on behalf of TNA. The legal relationship existing between Customer and TNA is strictly commercial. There is no employment relationship or subordination between TNA and Customer. The staff of each Party holds a personal relationship with each of them which shall not be extensive.

XIV. Insurance

1. Both Parties shall take out all insurance policies required by the applicable law related to the performance of their respective Services and shall conduct all necessary acts to keep them in force as long as the Contractual Document is in effect. The insurance policies shall be taken out by means of a top local insurance company. According to the insurance required in the Contractual Document, the following guidelines shall be taken into account, if applicable.
2. Without limitation to the generality of the aforementioned article, before the commencement of performance of the Services, the Parties shall evidence that they hold the following documents:
 - A broad civil liability insurance policy (hereinafter "Civil Liability Insurance Policy") for at least the amount specified in the Contractual Document, making thus sure that the insurance covers all the liabilities that Customer, Staff, TNA and any person related to the Services may undertake.
 - Ensure that all the Staff participating in the rendering of the Services is duly covered by a Labor Risk Insurance Company (ART, as per its Spanish acronym) and/or a personal accident insurance, and the appropriate compulsory life insurance.
 - A civil liability insurance policy with a view to cover damages caused to third parties which covers the vehicles used by the Parties while performing the Services (hereinafter "Third-party Liability Insurance Policy") with a minimum coverage threshold as established in the Contractual Document.
3. Content of the Insurance Policies: The Parties shall ensure that each of the aforementioned policies include the following specific dispositions, as appropriate: ART, Civil Liability, Third-party Liability, and Personal Injury policies:

"[Name of the insurance company] hereby agrees as follows:

 - (a) To notify each Party at their informed domicile of any real non-performance of the Insured in accordance with the terms and conditions of such policy, particularly the lack of payment within 10 (ten) days following verification;
 - (b) To avoid modifying or otherwise altering or withdrawing from the Contractual Document for any reason, including those herein set forth, without prior notice to the Parties with at least 30 (thirty) days in advance.

4. ART Policies shall include:

"[Name of the insurance company] hereby agrees as follows:

- (a) "to expressly waive to file an action against TNA, his officers or employees, based on art. 39.5 of Argentinean Law 24557 or any other legal disposition, as regards material or monetary considerations that it is bound to grant or pay to the staff or former staff of Customer reached by the Contractual Document, by virtue of accidents at work or occupational diseases taken place or suffered by or during working hours or during the journey from the worker's domicile to the place of work";
- (b) "to expressly waive to file an action against Customer, his members or employees, based on Art. 39.5 of Argentinean Law 24557 or any other legal disposition, as regards material or monetary considerations that it is bound to grant or pay to the staff or former staff of TNA reached by the Contractual Document, by virtue of accidents at work or occupational diseases taken place or suffered by or during working hours or during the journey from the worker's domicile to the place of work";

5. Civil Liability and Third-party Liability Policies of the Parties shall include:

"[Name of the insurance company] hereby agrees as follows:

- (a) "to waive the subrogation right against each of the Parties (Customer and TNA in their respective policies), their employees, consultants and agents";
- (b) "to designate each of the Parties (Customer and TNA in their respective policies) as Additional Insured with the same rights that the Original Insured with no limitations whatsoever";
- (c) "this policy shall be solely governed by [name of Customer] and TNA shall not be liable for the acts or omissions of other insured or for the lack of payment, denunciations filed out of stipulated term or any other reason."
- (d) "TNA remains totally excluded from the payment of any franchise by virtue of the insurance policy."

6. Civil Liability Policies of the Parties shall include:

"[Name of the insurance company] hereby agrees as follows:

- (a) "each Insured shall be held harmless from any claims filed by any other Insured, as long as the full liability of the Insurer does not exceed the compensation limits aforementioned.

7. Customer shall request the issuance of the corresponding environmental policy to cover the Site or place that may be affected by the works, actions of Cooperation or performance of the Service itself, extending the cover to TNA.

8. Prior to the date of commencement of performance of the Services, the Parties shall provide documental evidence certifying that the policies are in effect, in each case in particular.

XV. Confidentiality and Intellectual Property

1. Customer hereby declares and acknowledges that the Confidential Information, TNA's reports and documents related to the Terms and Conditions, the Contractual Documents and/or the Services to which he has had or may gain access in the future shall be strictly confidential. Customer shall not disclose such information to third parties, use it without TNA's authorization, or use it for other purposes and/or situations other than the purposes established by TNA. The disclosure of TNA's Confidential Information that belongs to the public domain or which has been obtained due to prior disclosure, or which shall be compulsory disclosed by virtue of the law or judicial disposition is excluded from the obligation of confidentiality herein set forth.
2. Every information furnished by TNA by virtue of the rendering of the Services shall be deemed Confidential or Intellectual Property of TNA, or third parties that have authorized its use. Likewise, every Information made available to or gathered by Customer or otherwise acquired by this one, and the copies or excerpts thereof, whether it contains Confidential Information or Intellectual Property of TNA, shall remain the exclusive property of TNA, unless such information is required by international organizations or regulatory authorities.
3. TNA hereby declares to grant Customer the mere right to internally use the information.

XVI. Applicable Law

1. These Terms and Conditions shall be governed by the laws of the Argentine Republic. In case of disagreement, controversy or conflict as regards the interpretation or fulfillment of such Terms and/or the Contractual Document and/or the Services, the Parties hereby agree to submit them to mediation proceeding before a mediator mutually selected by the Parties in a period of up to thirty (30) days. Should an agreement not be reached within said period, either Party shall have the right to submit the dispute to the jurisdiction of the Courts of the City of Buenos Aires, expressly waiving any other jurisdiction.
2. If there are inconsistencies among the documents exchanged by the Parties, the following documents shall prevail in the following order: (i) explanatory notes issued by TNA; (ii) last review of the offer issued by TNA; (iii) specific terms and conditions of TNA; (iv) general terms and conditions of TNA; (v) particular terms and conditions of Customer; (vi) general terms and conditions of Customer; and (vii) the tender specifications of Customer.

XVII. Notices

1. All notices between the Parties shall be deemed valid as long as they are sent by reliable means to the domicile informed by each Party. Should either Party hereunder modify their domicile, such modification shall be duly notified by reliable means to the other Party. The last domicile informed shall be valid until the modified domicile is notified.