

SISTEMA DE GESTIÓN	<b>ORGANISMO DE INSPECCIÓN «C.I.S. ARGENTINA S.R.L. »</b>	Fecha: 14/05/2020	
CONDICIONES GENERALES DEL SERVICIO (CGS)			

## 1. GENERAL

A. Unless expressly agreed in writing to the contrary, -except in those that are not applicable because they are in contradiction with: i) administrative contracts concluded with Public Administrations or Organizations or ii) mandatory and unavailable rules of local law- all offers issued or services performed by **CIS ARGENTINA S.R.L.** (hereinafter the "Inspection Body") and consequently all contracts, agreements and pacts concluded by it, will be governed by these General Conditions of the Service (hereinafter "General Conditions").

B. The Inspection Body provides its services for those Natural or Legal persons, Administrations or Public Organizations that have so requested, (hereinafter the "Client")

C. Unless the Inspection Body has previously received instructions to the contrary from the Client, no other natural or legal person other than the latter shall have the right to give instructions, in particular regarding the scope or object of the services to be provided or in relation to the delivery of the corresponding report. The Inspection Body may deliver the report to a third party when it has been authorized by the Client or, in its sole discretion, when said delivery is implicitly derived from the circumstances, commercial uses, general uses or generally accepted practices.

## 2. PROVISION OF SERVICES

A. The Inspection Body provides the following services:

Standard services which can include all or any of the following:

- Quantitative and / or qualitative inspections;
- Inspection of goods, facilities, equipment, packaging, cisterns, containers and means of transportation;
- Supervision of loading or unloading;
- Sampling and sample preparation; sending samples to the laboratory and analysis of results;
- Verification of weight and certification.

Special services as agreed by the Inspection Body. In cases where they exceed the scope of the standard services referred to above, they will only be performed by the Inspection Body by private agreement, after evaluation and authorization, determining if it is within the scope of the company.

b. The Inspection Body and in particular its management are committed to total impartiality and objectivity in the performance of their inspection activities.

c. The Inspection Body will provide the services with prudence and diligence in accordance with the Client's specific instructions, provided that they have been previously accepted by the Inspection Body. If the inspection method proposed by the

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client is considered inappropriate, the Inspection Body will inform the client and, in his absence, may provide services in accordance with:

1. The procedures and standards of the Inspection Body, and / or
  2. Any commercial uses, general uses or practices that may be applicable in the sector in question, and / or
  3. Those methods that the Inspection Body considers adequate or pertinent for technical, operational and / or financial reasons.
- d. The information contained in the reports derives from the results of the inspections or tests carried out in accordance with the Client's instructions and / or from the evaluation of the results made by the Inspection Body based on technical standards, commercial uses or practices. that may be applicable or any other circumstance that the Inspection Body, based on its professional judgment, may deem pertinent.

and. The Reports issued as a result of inspections or tests carried out by the Inspection Body, based on samples, will contain information / results only on the samples that have been inspected or tested, so under no circumstances can they be interpreted as containing information on the entire lot from which the sample object of the inspection or test has been obtained.

F. Any preliminary or partial report submitted to the Client will be used at the Client's exclusive risk and the Inspection Body will not assume any responsibility for any difference between the information contained in said reports and the information contained in the final report, signed by an authorized representative of the Inspection Body.

g. In those cases in which the Client requires the Inspection Body to witness the intervention of a third party, the responsibility of the Inspection Body is limited to being present during said intervention as well as to transmit the results that have been obtained, or to confirm that the intervention it has been carried out by the third party; consequently, the Client accepts and assumes that the Inspection Body has no other responsibility different from the one previously indicated, therefore it exonerates the Inspection Body of responsibility regarding the conditions and / or calibrations of the devices and / or instruments used , qualifications, methods of analysis used, as well as the actions or omissions of the third party including its personnel or the results of the analyzes carried out.

h. The Reports issued by the Inspection Body will only reflect the facts as they could have been observed at the time of the intervention, in accordance with the instructions received or, in the absence of said instructions, in accordance with the alternatives established in clause 2c). The Inspection Body is not obliged to report or report any other facts or circumstances that are not duly specified in the instructions received, or

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in the absence of these, of the alternatives applied. All Reports and records will be kept on file for a period of ten (10) years.

i. The Inspection Body may subcontract or delegate the total or partial execution of any of the required services to any agent or subcontractor that is competent to carry out the activities in question. The Inspection Body will inform the client of its intention to subcontract; as a consequence of the above, the Client authorizes the Inspection Body to transmit all the necessary information to the agent or subcontractor for this purpose.

j. In the event that the Inspection Body receives documents reflecting commitments or contracts between the Client and third parties outside the Inspection Body, -such as copies of sales contracts, letters of credit, bills of lading, etc. - they will be taken into consideration solely and exclusively for informational purposes, without the services or obligations accepted by the Inspection Body being understood as expanded or limited.

k. The Client expressly declares to know that the fact that the Inspection Body provides its services does not mean that he, or any third party, can stop assuming or be totally or partially released from the obligations assumed by each one of them and / or against any other natural or legal persons.

l. The samples will be kept for a period that depending on their own characteristics – perishable character, alteration of their properties over time, etc.- in no case will they exceed (3) months and will be returned to the Client if it has been so arranged; otherwise, the Inspection Body may act at its discretion with the sample, ceasing from that moment any responsibility that may arise from said circumstance. The conservation of the samples for a period of more than 3 months will be carried out at the Client's expense. The costs of handling and transport that may be incurred as a result of the return of the samples will be borne by the Client. Likewise, the Client will be responsible for any other expenses that may be incurred and derived from the samples.

m. If during the provision of the service an abnormality is observed or in case of doubt about the suitability of the item for the planned inspection, or when the item does not correspond to the description provided, the Inspection Body will contact the client before continue.

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### **3. CLIENT'S OBLIGATIONS**

The Client agrees to:

A. Guarantee that the instructions, documents and other information necessary for the provision of services are given to the Inspection Body in sufficient time (and in any case never later than 48 hours immediately prior to the provision of the service), in such a way that the execution of the services is possible.

B. Facilitate the access of the human and / or technical resources of the Inspection Body necessary to carry out the services to be provided to those places where they must be carried out, so that they can be properly provided without impediments, obstacles or interruptions .

C. Provide, if required, the equipment and / or personnel necessary for the execution of the requested services.

D. Ensure that all necessary safety and health measures have been taken regarding working conditions, places and facilities, during the execution of the services.

E. Inform the Inspection Body sufficiently in advance about any risks or dangers that may be known, effective or potential, associated with any service or with any sampling or verification, including, for example, the presence or risk of radiation, toxic elements or harmful or dangerous or explosive, environmental pollution or poisonous substances.

F. Exercise any rights that may exist in his favor based on the obligations assumed by him against any other physical or legal person (s), whether based on any contractual modality or based on the law.

### **4. PRICE AND PAYMENT**

A. The Client agrees to pay the price agreed upon at the time of contracting and the additional services that have been requested subsequently. When the price of the services to be provided has not been established in advance between the Inspection Body and the Client at the time the order of intervention is accepted by the Inspection Body, or when the contractual terms of the service are negotiated, the The prices applicable to the services will be those established in the rates of the Inspection Body which the client declares to know, and which are subject to updating.

B. Except for a different term established in the service invoice, the client agrees to pay the payment promptly within a period of 30 days from the date of the service invoice. The client understands and accepts that, in the event of non-payment when due, the default will occur automatically and in full right without the need for any questioning or notification, accruing from that date and until (including) the date on which the payment

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has actually been made, an interest of 1.5% per month, which the Inspection Body is empowered to collect.

C. The Client has no right to withhold or defer the payment of any amount owed to the Inspection Body or for any reason, including: claims, appeals, litigation, counterclaims or compensation that could be alleged against the Inspection Body.

D. In the event of unpaid invoices or late payment, and this document will be sufficient instruments for the Inspection Body to judicially claim the payment.

E. The Client will be responsible for all the expenses inherent in the collection of the amounts owed, in which the Inspection Body may incur, including attorney's fees and court costs.

F. In the event of suspension of the payment agreement with creditors, insolvency, liquidation or cessation of business by the Client, the Inspection Body will have the right to suspend all other actions of its services immediately and without liability.

G. In the event that during the provision of the services an unforeseen event arises or a disbursement of money must be made as a consequence of any unforeseen expense, the Inspection Body will notify the Client to the email address or address reported in the contract and / or invoice, being there informed. Likewise, the Inspection Body is authorized to charge those amounts corresponding to the complementary remuneration that is necessary to cover the time and additional expenses that it may have incurred to execute the contracted services.

**5. SUSPENSION OR TERMINATION OF THE PROVISION OF SERVICES**

At any time the Inspection Body may, at its choice, either suspend the services in progress or terminate them, without thereby deriving any obligation or liability for the Inspection Body, in the cases of:

A. Non-compliance by the Client of any of its obligations, or if said non-compliance has not been remedied in the ten days following the notification of any non-compliance, or

B. In the cases of suspension of payments, bankruptcy, agreement with creditors, insolvency, judicial administration or any form of cessation of the Client's business.

C. If the provision becomes impossible due to a fortuitous event or force majeure not attributable to the Inspection Body

D. If the Inspection Body is unable to execute all or part of the services required as a consequence of any cause beyond the control of the Inspection Body, including the Client's breach of the obligations established in clause 3 above. It will be exempt from all responsibility for the partial or total breach of the required service. In addition, the Inspection Body will have the right, and therefore is authorized from this very moment, to claim:

1. The reimbursement of all those expenses that the Inspection Body may have incurred, and

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2. An amount equivalent to the amount of the services actually rendered up to that moment.

**6. LIABILITY AND INDEMNITY**

A. Limitation of Liability:

1. The Inspection Body is not an insurer or guarantor and therefore declines any responsibility that may correspond to an insurer or guarantor. Customers who want a guarantee against loss or damage must obtain adequate insurance.

2. The Reports are issued on the basis of information, documents and / or samples provided by the Client or on his behalf and solely for his benefit, for which reason he is responsible for acting as he deems appropriate based on said reports. Neither the Inspection Body nor its administrators, employees, subcontractors will assume any responsibility towards the Client or towards a third party for acts carried out based on said Reports or for incorrect results resulting from confusing, erroneous, incomplete, not truthful or false information. , supplied to the Inspection Body.

3. The Inspection Body will not assume any responsibility for the delay in the execution, either total or partial, or the non-execution of the services, as a direct or indirect consequence of events that are beyond the reasonable control of the Inspection Body, including the omission by the Client of the fulfillment of the obligations incumbent on him.

4. The responsibility of the Inspection Body in relation to a claim that arises due to losses, damages, damages or expenses of any nature, under no circumstances may exceed an aggregate total equal to 10 times the amount of the fees paid in relation to the specific service that has given rise to said claim or \$ 20,000 (or its equivalent in local currency) - in any case the amount that results from applying one formula or another.

5. The Inspection Body assumes no responsibility for indirect or consequential losses (including loss of profit or loss of profit).

6. In the event of a claim or appeal, the Client must send written notification to the Inspection Body within 30 days after having knowledge of the facts that purport to justify said claim, the Inspection Body being exonerated in any case, from any responsibility for claims for loss, damage, damage or expenses of any nature, unless a claim is made within the year following:

- i. The date of provision of the service by the Inspection Body that gave rise to the claim;
- ii. The date the service should have run in the event of any alleged failure to run.

b. Compensation:

The Client undertakes and guarantees that he will hold harmless and indemnify the Inspection Body and its administrators, employees, or subcontractors against all claims. (real or intended) made by a third party due to losses, damages, damages or expenses of any nature, including attorney's fees and legal costs and that result from the execution, intention of execution or non-execution of the services.

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c. Non-existence of Third Beneficiaries:

Except for what the Client discloses in writing and the Parties agree in advance, the Client obtains the Services of the Inspection Body exclusively on his own account and not on behalf of another person or entity, and does not act as agent or representative, nor in any other quality of representation. Both the Client and the Inspection Body agree that, except for what is expressly provided in these General Conditions, there are no third parties that benefit from this Contract between the Client and the Inspection Body. These General Conditions will not be understood nor can they be interpreted in any case as a stipulation in favor of third parties, so that no person other than the Client has any right under these provisions, not being applicable the Law 24,240 on Consumer Protection in its respect.

**7. MISCELLANEOUS**

A. If any provision of these General Conditions is (are) invalid, invalid, illegal or impossible to comply with, the validity, legality and compliance of the remaining provisions will not be affected or harmed thus.

B. During the provision of the services provided by the Inspection Body and during the year following the date of termination thereof, the Client may not, directly or indirectly, encourage or make offers to the employees of the Inspection Body so that leave your position in it.

C. The use of the corporate name or registered trademarks of the Inspection Body for advertising purposes is not permitted without prior written authorization from the Inspection Body.

D. The inspection body is responsible for the management of all the information obtained or generated during the performance of the inspection activities. The inspection body will inform the client, in advance, what information it intends to make public. Except for information that the client makes available to the public, or when it has been agreed between the inspection body and the client (for example, in order to respond to complaints), all other information is considered confidential information. When the inspection body is required by law to disclose confidential information or when authorized by contractual commitments, the client or the corresponding person will be notified about the information provided, unless it is prohibited by law. Information about the customer obtained from sources other than the customer (for example, a person making a complaint, from regulatory authorities) should be treated as confidential information.

E. Disclaimer of Confidentiality. In the event that the Client uses any Report of the Inspection Body, in whole or in part, in such a way that it involves the Inspection Body in a legal dispute or that affects the reputation of the Inspection Body in an adverse way, the Inspection Body will have the right to use any and all the information of the Client, including by way of illustration the data, records, instructions, annotations, samples or documents that are in custody and under the control of the Inspection Body that are related to the best defense of the interests of the Inspection Body and at its

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sole discretion in order to offer the necessary defense or to refute such circumstances. If the samples analyzed or in any other way used by the Inspection Body are in the possession or property of the Client, the latter grants the Inspection Body irrevocable right to physically have such elements and to use said samples for purposes that include illustrative title, ensuring the quality or reputation questioned and at the sole discretion of the Inspection Body, which may also invoke the need for internal investigation, trend analysis, dispute resolution and further training. In all cases, the Client may not invoke any legal or contractual limitation on confidentiality.

**8. APPLICABLE LAW, JURISDICTION AND JURISDICTION**

These general conditions are governed by the laws of the Argentine Republic and are subject to the exclusive jurisdiction of the courts of the City of Rosario, Santa Fe, Argentina.

No modification, amendment or waiver of any of these General Conditions will have any effect unless it is made in writing and signed by an official of the Inspection Body.

**9. LANGUAGES AND COMMUNICATION**

A. Communications between the Client and the Inspection Body are only considered to be delivered when they are sent by post, courier, delivery in the hands of the other party or email sent to the Inspection Body's email address ([execution-arg@cis-inspections.com](mailto:execution-arg@cis-inspections.com)), to the exclusion of any other means of communication. Any communication sent by means of instant messaging applications or verbally, must be confirmed by email ([execution-arg@cis-inspections.com](mailto:execution-arg@cis-inspections.com)) to be considered as effectively carried out.

B. These General Conditions have been drafted in Spanish and are available in different languages on the website of the Inspection Body <http://www.cisargentina.com>. In case of inconsistencies, the Spanish text will prevail.

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