



GENERAL TERMS AND CONDITIONS
Relative to the services executed by
TRUST CONTROL INTERNATIONAL S.A.

General Terms

- All services, contracts or agreements agreed upon between TRUST CONTROL INTERNATIONAL (hereinafter TRUST) and its affiliates or representatives, and all customers (Principal) shall be governed by these master terms and conditions for any services provided by TRUST, hereinafter referred to as SERVICE CONDITIONS, unless otherwise agreed in writing.
- TRUST shall provide its services to individuals or entities issuing a service request (PRINCIPAL). No third party shall be entitled to give instructions regarding the scope of TRUST services, or any document submission associated thereto (reports, certificates, etc.) unless PRINCIPAL shall issue different instructions. PRINCIPAL hereby authorizes TRUST to submit documentation to third parties whenever such submission shall arise on an implied fashion from customs, uses and/or business practices or from the application of its own criterion.

TRUST Obligations

1. TRUST shall provide its services with the utmost care and professional responsibility and complying with the instructions given by PRINCIPAL, except where no such instructions exist, in which case it shall act in accordance with the TRUST's basic terms of procedures and/or adequate operational technical methods and/or usual practices.
2. The information contained in TRUST reports arises from the findings obtained in inspections, audits and analyses conducted under PRINCIPAL's instructions and/or from TRUST's assessment based on technical procedures, business practices or any other circumstance which TRUST may deem necessary on the basis of its professional opinion.
3. The reports issued by TRUST on analyses and/or sample tests provide TRUST's opinion only in relation to such samples
4. AND they do not express any opinion whatsoever in relation to the batch from which said samples were taken.
5. If a principal requests that TRUST give testimony on a third party intervention, the principal agrees to accept that TRUST's sole responsibility shall be witnessing the third-party intervention, sending the results or confirming execution of such intervention. Principal agrees that TRUST shall not be liable for the condition and/or calibration of equipment, instruments and measuring devices used, and it shall neither be liable for the analysis methods used, qualification, actions or omissions by third-party staff or the results of any analyses conducted thereby.
6. Any reports issued by TRUST shall reflect facts as they were recorded at the moment of intervention, but within the limits of instructions received or, in absence thereof, within the limits of alternative procedures applied.
7. TRUST has no obligation to refer to or inform about facts out of the instructions received or alternative procedures applied.
8. Whenever trust shall deem it necessary, TRUST may delegate provision of its services to an agent or subcontractor, and customer authorizes TRUST to provide all the necessary information to execute the service or part thereof.
9. If TRUST receives any documentation in relation to agreements between the principal and third parties or third-party documents, these shall be considered as information only and in no manner whatsoever will they reduce the scope of services or obligations agreed upon.
10. Customer agrees that when providing a service, TRUST shall not substitute the customer or third party and it shall not release them from their obligations and TRUST shall not intend to discharge principal from its obligations to third parties or vice versa.
11. All samples coming from a service shall be kept for three months at the latest or for a shorter period if the nature of the sample so limits it. After such period, TRUST shall cease to be liable for such samples. In case principal requires a longer period of time to store the samples or return them, principal shall express this unequivocally and in writing.



CUSTOMER OBLIGATIONS

- With the aim of facilitating provision of the services requested customer shall:
 1. Ensure that sufficient information, instructions and documents are sent on a timely fashion (but in no case after 48 hours prior to the requested intervention)
 2. Provide TRUST representatives with the necessary access to the facility where services shall be provided and take all necessary precautions to remove or solve any inconveniences or disruptions during service provision.
 3. If necessary, provide all the equipment and staff to perform side tasks inherent to service provision.
 4. Check that all safety measures have been taken during service provision and refrain from relying on third-party opinions in this respect.
 5. Duly inform TRUST of any known, actual or potential danger or risk associated to any sample, test or task, including toxic, harmful or explosive material, environmental pollution, poisons, radiation risk, etc.
 6. Exercise all its rights and discharge its obligations under the law or agreements with third parties.

PAYMENT AND FEES

- TRUST shall apply the company's rates in effect and all taxes shall be borne by principal, unless other amounts have been previously agreed by TRUST and principal for provision of the service.
- The time limit for payment shall be described in the appropriate invoice, and delinquency interest shall be applied in case payment is made out of the time limit set
- Principal shall not retain or defer payment of a debt owed to TRUST by alleging a lawsuit or compensation against TRUST.
- TRUST shall be entitled to decide if it shall bring an action for collection of unpaid services fees before a court of competent jurisdiction. Principal agrees to pay any and all expenses inherent to invoice collection, including legal fees and other costs.
- If any unforeseen expenses should arise in the course of execution of the service, TRUST shall inform principal and shall be entitled to collect additional amounts to cover for such extra costs which it may have obligatorily incurred in to provide such service.
- If TRUST is unable to provide the services as a result of an event below its reasonable control, including failure by the principal to comply with its obligations, TRUST shall have the right to receive payment for all non-reimbursable expenses incurred by TRUST and the portion of fees agreed and/or provided.

SUSPENSION OR TERMINATION OF SERVICES

- TRUST shall be entitled to suspend or terminate service provision immediately and without further liability in any of the following cases:
 1. Failure by principal to comply with its obligations hereunder
 2. Default, declaration of insolvency or interruption of activities by the principal

LIABILITY AND COMPENSATION

a- TRUST LIMITATION OF LIABILITY:

- 1- As an independent supervision company, TRUST provides no insurance or guaranty and it waives any liability in this regard Any principals wishing to obtain damage or potential loss insurance shall take out the appropriate insurance.



- 2- TRUST reports are issued on the basis of information and/or materials provided by or on behalf of the principal and only for the principal's benefit. The principal shall be liable for utilizing such TRUST reports as it shall deem convenient.

Neither TRUST nor its staff or subcontractors assume any liability whatsoever with respect to their principal or to third parties for any actions or omissions, or for any incorrect results, misleading, erroneous, false or incomplete information associated to such TRUST reports.

- 3- TRUST shall not be liable for failure to provide the services if an event out of TRUST's reasonable control shall arise, including failure by the principal to comply with any of its obligations hereunder. TRUST's liability in relation to any claim shall be limited to an aggregate amount equal to ten (10) times the fees paid in relation to the service giving rise to such claim or US\$ 10,000, whichever is lower.
- 4- In case of claim, principal shall notify TRUST in writing within 20 days following principal's awareness of the facts supporting such claim.
- 5- TRUST shall be released from any liability for claims, unless a complaint is filed within one year after the date of provision of the services giving rise to such claim.

b- INDEMNIFICATION:

Principal agrees to indemnify and hold TRUST harmless against claims of any nature (actual or intended) by any third party, arising out of the execution, intended execution or failure to execute TRUST services.

MISCELLANEOUS

1. If any of these general terms and conditions governing TRUST services is declared illegal or impossible fulfill, the remaining provisions shall not be affected in their effectiveness, legality and compliance.
2. During provision of the services and for a period of 6 months thereafter, the principal shall not directly or indirectly encourage or make offers to TRUST's staff so that they leave their positions in the company
3. Using the TRUST'S corporate name or registered trademarks for advertising purposes without prior written authorization is hereby forbidden

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Any disputes arising out of contractual relationships shall be governed by the laws of the Argentine Republic, except for regulations regarding conflicts of laws, in which case disputes shall be finally set by conciliation under the arbitration provisions of the City of Buenos Aires, Argentina. Arbitration shall be conducted in the Spanish language, unless otherwise agreed in writing.