

INTERTEK GENERAL TERMS AND CONDITIONS OF SERVICES

Unless otherwise specifically agreed in writing through the intervention of an authorized executive of Intertek all work, provision of goods or services, reports (hereinafter referred to individually or jointly as "Reports (s)") and any other obligations (jointly referred to as "the Services") provided by Intertek, its executives, employees, subsidiaries, affiliated or related companies, or any company that is a member of the Intertek group and/or any business unit of Intertek, its agents, representatives, contractors, and/or subcontractors (jointly referred to as "Intertek") will be governed by the following terms and conditions. The executives, employees, subsidiaries, branches and associate companies and other business organizations, agents, representatives, contractors and subcontractors of Intertek, will enjoy absolute protection and will benefit from these General Terms and Conditions.

1. Commitment of services:

Intertek commits the provision of services in favor either the individual or legal entity that may require them (hereinafter referred to as the "Client") with a suitable, prudent and diligent scope, which is consistent with the Services normally provided by suppliers of similar Services in similar circumstances.

Intertek only assumes an obligation concerning means but not as to results; reason why it is not subject, neither assumes nor commits any guarantee. Any guarantee, condition or obligation that may have been already established either explicit or implicitly by law, by custom or of any other nature, including as a sample guarantees of capability for a specific purpose, trading guarantee, guarantee of professional capability or guarantee of results is expressly excluded.

2. Authority To Subscribe Contracts:

The Client declares and guarantees that he owns in the person of his representative, manager, employee, factor and/or signatory, the power, faculty and sufficient authority to subscribe contracts, bind his principal and contract on behalf of the Client any Services in his benefit.

3. Limitation of Responsibility and Compensations. Indemnity:

(a) In the event a breach by Intertek to anyone of its obligations is verified whereby either legal, contractual or other nature of responsibility may eventually be attributed to Intertek, including as a sample any assumption of fault or negligence duly verified, resulting from the provision of Services or related to them, and which effectively derives in losses or damages that may be direct or indirectly demanded by the Client or by third parties to the Client, this shall assume, recognize and accept that it will only be entitled to receive for all concepts up to ten times the cost of the invoice that Intertek could issue or has quoted or that has been agreed for the services eventually involved in such breach, any responsibility from Intertek being exclusively limited to that amount, even as relates third parties.

(b) Intertek will have no legal or contractual responsibility regarding liquidated damages, loss of profit, loss of production, loss of possibility or future business neither will be responsible for any eventual recourse that a third party may demand against the Client for payments for compensations or insurance cover, even though said responsibility directly or indirectly arises from the provision of the Service, which in all cases excludes responsibility including indirect damages, accidental damages, fines or penalties by government authorities at all levels, hierarchy or nationality.



(c) The Client guarantees, excepts and commits itself to compensate and hold Intertek harmless from any claim by third parties for any reason including, among others, third parties who may have received or trusted or used any report from Intertek, with or without express or implicit authorization by Intertek, either the claim involves losses, damages and costs, professional fees and expenses of any nature and for any reason, that may result relating the performance, supposed performance or execution of any of the Services, as long as the amount of any of said claims exceeds the limit of responsibility expressly agreed by the Client as per these presents and identified in clause 3(a).

(d) The Client shall defend, compensate and exempt Intertek of any claim, lawsuit and responsibility (including as a sample the costs of legal procedures and fees) that may arise or which may be directly or indirectly related, with: (1) Actions promoted by any public entity or others that could be founded in any breach either real or cited by the Client or by third parties different from the Client who may have received or trusted or used any report from Intertek, either with or without express or implicit authorization by Intertek to comply with any act, ordinance, regulation, rule or order by some government or judicial body; (2) The information supplied by the Client and in which Intertek has trusted; and/or (3) Personal injuries of the Client's personnel or contractors or third parties other than the Client, losses or damages to the property in general terms, including for instance intellectual property, economic damages in general, that have been incurred or that may have affected any other person or entity which may arise related to the work or Services executed or the obligations assumed by Intertek, its executives, employees, agents, representatives, contractors and subcontractors.

(e) The Client shall defend, compensate and exempt Intertek of any claim, suit and responsibility (including as a sample the costs of legal procedures and fees) that may arise or may be related to the none-authorized or incorrect usage of Intertek Reports.

(f) Compensations in favor of Intertek indicated in clauses 3(b), 3(c) and 3(d) shall be applied even when said claims, lawsuits and legal responsibilities may arise or are presumed to arise as a result of negligence, breach of a contract -though termination may apply- or any other fault or legal responsibility of Intertek.

(g) Intertek is exempted by the Client of any legal responsibility as quality guarantor of any product, as well as insurer against any loss or damage of same, and rejects any legal responsibility not applying to any cases. The Client assumes the inalienable commitment of hiring a guaranty for losses or damages by means of an appropriate comprehensive insurance, with express waiver by the insurer of any subrogation against Intertek.

4. Agreement to Increase the Legal Responsibility.

Limitations and restrictions, waivers and indemnities stipulated in clause 3(a) may be modified by means of express acceptance of Intertek in that sense, considering an increase in the cost of Services. Since there is not a written agreement between the Client and Intertek, provisions referred to Intertek responsibility will be maintained as described in these presents without exception.

5. Lapsing.

Intertek shall be released of any responsibility to the Client for any claim for losses, damages or expenses, and said claims shall lapse except that written notification is submitted within the term of forty five (45) calendar days as of either the date the loss, damage, defect or supposed failure to comply was made evident, or the date it should have made evident to the Client while lawsuit has been filed within a maximum term of two (2) years from the time Services were provided by Intertek.



6. Subcontracting.

Intertek reserves the right to contract subsidiaries, contractors or subcontractors for the provision of part or all of the Services, and in this case may act as representative of the Client y may not assume responsibilities regarding the services provided this way. By these presents, the Client accepts that all Services contracted are governed by these General Terms and Conditions and any subsidiary(s), contractor(s) or subcontractor(s) shall enjoy total protection and the corresponding benefits.

7. Purpose of Services.

Services performed by Intertek in favor of the Client, as well as gauging, laboratory results, calculations, estimations, notes and other documents supplied by Intertek, jointly with summaries of conditions or any other Communications describing the results of any Services or component of same; to summarize any Report, are based on samples drawn by Intertek or submitted to Intertek, and are subject to gauging procedures, instructions, parameters, tabs and scales instructed by the Client, and are not necessarily designed or destined to deal with, describe or rule all quality subjects or product conditions or cargo concerned. Reports are based and supported by works performed as per specific instructions and information of the Client, reason why conclusions may be conditioned to relevant information that has not been provided yet, not required, and therefore not considered for the purpose these were prepared. The Client obliges itself, in case of providing any Report issued by Intertek to any other party (either with or without Express or implicit authorization by Intertek), to clarify the above mentioned provision to the third party under his total and absolute responsibility. Likewise, the Client acknowledges that either by entering an agreement or performing works or providing Services, Intertek does not assume any indirect obligations as regards third parties, including among others obligations that the Client could have assumed for the dispatch of products of a certain quality or condition under a contract of sales or any other nature.

8. Non-existence of Third-Party Beneficiaries.

Except for what the Client informs in writing and the Parties have previously agreed, the Client shall not receive Intertek Services on behalf of other person or entity but on his own account, and shall not act as an agent or representative or in any other representation capacity. Both the Client and Intertek agree that, except for what is expressly stipulated in the present General Terms and Conditions, there are no third parties that may benefit from this agreement entered by and between the Client and Intertek. In no case these General Terms and Conditions shall be understood or interpreted as a stipulation in favor of third parties, reason why no person different from the Client is entitled to any rights as per the present provisions, therefore Act 24.240 of Consumer Protection shall hold non applicable.

9. Confidentiality Waiver.

In the event the Client may use some report of Intertek, either completely or partially, in such a way that Intertek may be involved in a legal dispute adversely affecting its reputation, Intertek shall have the right to use any piece or all of the Client's information, including as a sample all data, records, instructions, remarks, samples or documents that may be under the custody and control of Intertek, that better relates for the best defense of Intertek interests at its sole discretion in order to offer the necessary defense or to refute said circumstances. If samples analysed or used in any other way by Intertek were in power or property of the Client, the latter shall irrevocably entitle Intertek to physically count with said elements and use said samples for purposes including for example, assuring the quality or reputation questioned to Intertek's sole discretion, which will also be able to invoke the need for internal investigation, analysis of trends, settlement of disputes and subsequent training. In all cases, the Client shall not be able to invoke any limitation to confidentiality, either legal or contractual.



10. Preliminary Reports.

Any preliminary or partial report to be submitted to the Client shall be used at the sole risk of the Client and Intertek will not assume any responsibilities for any difference between the information contained in said preliminary Report and that contained in the final Report, signed by an authorized Intertek representative.

11. Ruling Terms.

Acceptance by Intertek of the Client's request of Services is restricted and ruled, and is limited to the present General Terms and Conditions of Services and to any Provisions annex and Payment Conditions. These General Terms and Conditions are the only terms whereby Intertek accepts to provide Services, and shall prevail at all times over any other terms proposed or submitted by the Client. Any provision or term in the purchase order, instructions, nominations or other document of the Client shall be contested and rejected and will not have any validity or effect.

12. Force Majeure.

Intertek shall not be held liable before the Client and it will not be considered that Intertek has incurred in breach of contract, delay in carrying out same or in omission in the execution of any Intertek obligation as relates Services, in the event this was due to any force majeure cause, which it is understood as any circumstance beyond the reasonable control of Intertek.

13. Assignment of Tasks Abroad.

Orders received from an executive or employee of Intertek to perform tasks outside the country shall be resent on behalf of the Client to the pertinent subsidiary or correspondent in said country, which will be exclusively responsible for all issues in connection with the work order received, including direct performance with the Client and reporting to same. As a condition for Intertek to send said assignment on behalf of the Client, it is understood that Intertek subsidiary resending the assignment will only be a representative on behalf of the Client, and will not be liable for the Services provided by the subsidiary or correspondent of Intertek where the work order is addressed. The present General Terms and Conditions will be applied as relates the Client and the subsidiary or correspondent of Intertek where the work assignment was resent.

14. Saving Clause.

In the event any of the General Terms and Conditions and other specific regulations contained in these presents or in any other document annexed duly validated by Intertek could be considered as unenforceable or invalid, either by legal ruling or by judicial resolution, said term shall be annulled as necessary to the scope, while all other terms, condition or regulations shall remain valid as though the term, condition or regulation annulled or part of it would have never existed.

15. Additional Terms.

Any annex, specially that of Provisions and Conditions of Payment that could be enclosed to these presents duly validated by Intertek, shall be considered as integral part of these General Terms and Conditions.



16. Jurisdiction and Applicable Law.

Any claim that may arise either direct or indirectly against Intertek in the Argentine Republic which may be sourced in the agreement or in any other legal principle shall be ruled pursuant to the Argentina Republic law. Any lawsuit against Intertek in the Argentina Republic shall be processed before the competent court of commercial justice of the City of Buenos Aires, expressly excluding any other applicable venue or jurisdiction, which the parties expressly agree and commit to, Intertek thus constituting domicile for any legal purposes at Cerrito 1136 in the City of Buenos Aires, and the Client where mentioned in their Order of Service.



PROVISIONS

Basic Services, as outlined in this fee schedule, are performed under the operational guidelines of the International Federation of Inspection Agencies (IFIA) available at ifia-federation.org. Additional services are provided under specific agreement with the Customer. All services are governed by the Intertek USA, Inc. (hereinafter "Intertek") Terms and conditions of Service.

If the Customer requests the analysis of samples by the Customer's or a third party's laboratory, Intertek will pass on the results but without any responsibility for their accuracy. Likewise, when requested to "Witness Analysis", our responsibility is solely to witness that the analysis is conducted on the correct sample. Customer agrees that Intertek is not responsible for the condition or operation of apparatus, instrumentation and measuring devices, and that Intertek accepts calibration data, reagents, etc. as presented, and will not be responsible for the accuracy of any results.

Stated product identification in any Intertek Quality or Quantity Report is, by necessity, based solely on information supplied by the Customer, and Intertek disclaims any responsibility for the accuracy of this information. Testing is performed against Customer supplied instructions and not to determine the identity or merchantability of the product.

If requested, we perform "Stop Gauge Calculations" for comparison purposes only. The terminal and/or vessel is responsible for the calculation and observation of "Stop Gauge" measurement, pumping, stopping, and valve setting

*Our staff is available to assist in blending operations. Volumetric or weighted composites can be prepared from components and tested in our laboratories. However, Customer should note that due to the inherent difficulty in achieving a homogeneous stable blend in shore and ship tanks, the laboratory composite sample may offer different test results to samples drawn from the final blend.

If Intertek personnel are required to testify in any legal proceeding regarding any services performed by Intertek, Customer agrees to pay to Intertek, while complying with such legal process, an hourly rate and expenses as provided by the prevailing rate schedule.

Intertek does not release or detain vessels or act as an intermediary for any party in this regard. The responsibility is that of the terminal, charterers and other interested parties.

For quality control and conformance to specifications, samples are tested by standard laboratory test methods. Multiple measurements of the same property of a specific sample by a given test method rarely give identical results. However, each result obtained has equal validity and cannot be arbitrarily discarded.

If more than one test result is obtained for the same property of a specific sample by a given test method, then Intertek will apply sound scientific principles, regulatory standards, international standards, or prevailing industry protocol in order to determine the reportable result.

International standards such as ISO 4259, ASTM D3244, IP 367, etc. can also be used in a case of dispute between buyer and seller should the process be agreed to by the parties.

All reports will be maintained on file for a period of five (5) years.

Samples are retained for forty-five (45) days, unless otherwise requested in writing by our principals.



Letters of Credit - Customers are advised that specific Letter of Credit documentation requirements should be addressed with Intertek and resolved during the nomination process under IFIA guidelines to ensure they can be made consistent with standard Intertek documentation and procedures. Requests for retroactive alterations to inspection reports to conform to unusual Letter of Credit requirements will result in delays and the possibility that Intertek will be unable to comply on ethical grounds.

Documents reflecting agreements between Customer and third parties, or third parties' documents, such as sale contracts, letters of credit, etc., are (if received by the Company) considered for information only, and do not change the scope of the services or the responsibilities of Intertek.



PAYMENT TERMS

Unless otherwise stated by separate agreement, Intertek USA, Inc.'s payment terms are "Net-30".

Any discount of book-rate charges is predicated upon the expectation of the prompt payment of our invoices. Intertek reserves the right to revert the charges for delinquent invoices to the current book-rate in effect at the time service was performed with no discounts, if not paid within 60days from the date of original invoice.

Intertek provides services exclusively to Customer, who is solely responsible for payment. Customer agrees that payment of any invoice(s) shall not be predicated upon Customer receiving payment and/or funding from a third part not specifically associated with this agreement.

Intertek shall make a good-faith effort to resolve payment disputes without third-party intervention. Should these good-faith efforts fail to resolve said payment disputes, Customer further agrees that if any of its unpaid invoices are placed with a collection agency or attorney for collection, Intertek shall be entitled to collect its collection agency fees, reasonable attorney's fees, and/or court costs from Customer *regardless of whether or not the matter is settled out-of-court or litigated.*

Discounts shall not apply to "pass-through" expenses*. Examples of such expenses are (but not limited to) travel, tolls and subsistence costs; and courier or shipping charges. Such expenses, when deemed necessary to perform services on behalf of the Customer and at the sole discretion of Intertek - on site and on a case-by-case basis - shall be deemed accepted and payable under the terms of this agreement unless authority is specifically denied by the customer at the time Intertek offered the contract/nomination or perform the services therein. *Pass-through expenses and/or discounts may or may not be applicable to the work under this agreement.

