

## GENERAL CONDITIONS OF EAG SURVEYOR SERVICES

### SECTION 1: SCOPE OF APPLICATION

1. These General Conditions of Services are applicable to all commercial operations, service provisions and/or contracts entered into between

#### **EuroAmerica Group S.A.**

Address 1: Charcas 5258 – 7th Floor – Office 701 1425 Capital Federal – Bs As Argentina

Address 2: Bv Urquiza 292 2200 San Lorenzo – Santa Fe, Argentina

Tel : +54 11 5032 7866

CUIT : 30-71410352-7 (TAX registration number)

(hereinafter “Euroamerica Group”) and “Client” whenever the former has failed to expressly state in written to the contrary.

2. We hereby expressly reject hiring conditions coming from Client. **SECTION 2.**

### SERVICE PROVISION

1. Euroamerica Group shall provide the service of quality and quantity control of goods in accordance with specifications provided by Client and FOSFA/GAFTA standards that rule the activity. Should there be any contradictions between the instructions provided by Client and FOSFA/GAFTA standards, provisions by the latter shall prevail.
2. The Company is an enterprise principally engaged in the trade of inspection and testing as such:
  1. standard services:
    - quantitative and/or qualitative inspection;
    - inspection of goods, plant, equipment, packing, tanks, containers and means of transport;
    - inspection of loading or discharging;
    - sampling;
    - laboratory analysis or other testing; - Surveys and audits.
    - issues reports and/or certificates as may be relevant to the standard and/or special services
  2. Special services will only be undertaken by the Company by particular arrangement at the discretion of the Company on a case by case basis) and may be subject to specific terms and conditions in addition to or in substitution (in whole or part) to those in these General Terms.
3. The Company acts for the persons or bodies from whom the instructions to act have originated (herein called "the Client "). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so pre-authorized by the Client and agreed to by the Company
4. The Company shall be entitled at its discretion (but following terms stipulated by GAFTA/FOSFA and the responsibilities acquired by being an accredited IRAM-ISO/IEC 17020:2013 inspection body), to delegate or subcontract the performance of the whole or any part of the services contracted by the Client to any agent or

subcontractor. In the case of subcontracting the inspection activity, the company must notify the Client at the time of receiving the nomination and ensure that the subcontractor meets GAFTA/FOSFA/ IRAM-ISO/IEC 17020:2013 requirements to carry out the activities.

5. Following Section 2.4: Euroamerica Group hereby informs that the company does not possess their own laboratory and therefore subcontracts the services of analysis of the samples to external laboratories that meet the approval conditions defined by GAFTA/FOSFA/IRAM-ISO/IEC 17020:2013 and internal procedures, at the time of this inspection service.
6. Following Section 2.4: Euroamerica Group hereby informs that the company does not possess own inspectors to perform inspections at Uruguay ports/roads and therefore subcontracts these services to an ISO/IEC 17020:2013 accredited inspection body which act according to our instructions, procedures and that meet the approval conditions defined by GAFTA/FOSFA/IRAM-ISO/IEC 17020:2013 and our internal procedures.
7. This Subcontracting does not release Euroamerica Group from its full responsibility for the inspection work and the items inspected/analyzed.

### **SECTION 3: CLIENT'S OBLIGATIONS**

1. Shall provide in due time and form the instructions, information and documents necessary for the provision of the services required.
2. Shall have the obligation to inform the Company in as much advance as possible whenever Client is aware of the existence of possible and/or potential confidentiality issue linked to and/or derived from the provision of the services.
3. Adopt the necessary measures for company employees, representatives and/or contractors to be able to perform the service provision with as much safety and celerity as deemed possible.
4. Inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
4. Pay the remuneration in due time and form as agreed with Euroamerica Group.

### **SECTION 4: REFUSAL OF LIABILITIES**

1. Euroamerica Group limits its liability to the provision of the services, that is, the certification of quantity of products and/or goods, as well as, their quality based on the samples taken at shipping, and consequently, shall not be liable and shall not answer - and Client hereby therefore irrevocably wavers its right to initiate any kind of judicial, extrajudicial and/or administrative action- in the following circumstances:
  - a) As a result of missing items, transformations, alterations, loss and/or modifications of goods and/or products during loading, transportation and unloading of the goods - except due to negligence or guilt of Euroamerica Group - since the service provision, as expressly stated herein before, is limited to the certification of the quality and quantity

of such at the time of loading, performed by Euroamerica Group or its subcontractors, if any.

- b) Results in judicial and/or extra-judicial actions adopted by Client and/or against the latter, directly or indirectly based on certification performed by Euroamerica Group in virtue of the service provision.
  - c) Warranty or insurance for damages and/or loss of the goods and/or products, since the company is not an insurance company. Clients, when applicable, shall hire the corresponding insurances with the companies authorized to such effect.
2. Should any liability of Euroamerica Group be derived for one or more of these conditions, such liability shall be limited to the corresponding amount invoiced. Under no circumstances shall Euroamerica Group be liable for any eventual loss of profit, loss of savings, loss of reputation, 2 loss of goodwill, indirect, incidental, punitive or special damages derived from the relationship between the parties.
3. Client shall notify any claim to Euroamerica Group within 60 days of learning the circumstances upon which such claim is grounded, under penalty of losing the right to issue it. Similarly, Euroamerica Group shall not have to answer for damages (and its respective fees and court costs) when one (1) year has gone by since the date of provision of the service that grounds such claim and/or the date when service should have been provided.

#### **SECTION 5: ADVANCE CANCELLATION OF SERVICE**

1. Euroamerica Group may terminate and/or rescind the service provision immediately and without need for any prior notice, without it generating any kind of liability or right for compensation in favor of Client, whenever the later fails to comply with any of the obligations set forth herein and/or the payment of the services hired, prior intimation to comply within five (5) running days. Termination of the services by Euroamerica Group in virtue hereto shall not give Client the right to any claim of any kind.
2. All the extra judicial and judicial expenses caused to Euroamerica Group for the collection of the obligations non-complied with by Client shall be borne by the latter.

#### **SECTION 6: FORCE MAJEURE**

1. Force majeure shall be understood as all circumstance preventing or hindering compliance of obligations of the service provision hired and which cannot be attributed to Euroamerica Group such as: damage, catastrophe or weather adversities, fires, strikes, political circumstances, customs limitations of any kind and/or difficulties in the import of products necessary for the service provision, general lack of raw materials, diseases and/or plagues.
2. Euroamerica Group shall inform Client as soon as possible of the impossibility to comply with the service provision as a consequence of a case of force majeure.
3. Should force majeure event last over 60 days, both parties shall be entitled to terminate the contract.
4. In case of force majeure in conformity with provisions herein this section, Euroamerica Group shall not be obliged to pay any type of compensation.

## **SECTION 7: CONFIDENTIALITY**

Euroamerica Group undertakes to maintain the confidentiality on all technical, operational and administrative inspection processes. All our staff sign the Confidentiality Agreement as well as the subcontracted laboratories for conducting the tests.

If the company is obliged to provide confidential information of the client or about client due to a legal or contractual requirement, the client or his representative must be previously informed by email, unless explicitly prohibited by applicable law.

Information about the client obtained from other sources is considered also as confidential.

## **SECTION 8: IMPARCIALITY**

All members of Euroamerica Group adhere to the Declaration of Impartiality and Independence issued by the board. In this way, the company guarantees that inspection activities are carried out impartially, declaring all situations that could generate a conflict of interest.

## **SECTION 9: CODE OF ETHICS**

All Euroamerica Group's employees adhere to the Code of Ethics, guaranteeing impartiality, the absence of conflict of interest, confidentiality and transparency in its operations.

## **SECTION 10: CONFLICT SOLVING APPLICABLE LAW**

1. Unless the parties hereto have agreed to resort to arbitration or mediation, all conflicts shall be solved before the National Commercial Courts of the Autonomous City of Buenos Aires, Republic of Argentina.
2. In case of conflict, a friendly solution shall be attempted first, through a mediator, before the parties raise the dispute to a judicial level.
3. This agreement and any other agreements entered into Euroamerica Group and Client shall be ruled by the laws of the Republic of Argentina or Brazil as those are the countries where Euroamerica Group holds legal domicile.