

General terms and conditions

This document contains the general terms and conditions ("GENERAL TERMS AND CONDITIONS" or "GTC") of all commercial relationships between INDURA ARGENTINA S.A. and/or any of its related companies ("INDURA") and the individuals or legal entities with whom the company makes business ("SUPPLIER") to acquire equipment and/or goods (hereinafter the "Goods") and/or services (hereinafter the "Services"), defined in the purchase order ("ORDER".) The GENERAL TERMS AND CONDITIONS are deemed to be incorporated to the ORDERS issued by INDURA as a part thereof.

In case of controversy between the ORDERS and any other agreement the SUPPLIERS sends or requests to execute, the ORDERS shall prevail.

1. Change to ORDERS: any amendment, modification or addenda to the Goods or Services, as well as any change in the terms of the ORDERS shall be effective only in a formal and written change of ORDERS issued by INDURA.

2. Suspension of ORDERS: INDURA may, at any time and due to any reason whatsoever, suspend the delivery of Goods or the rendering of Services of any ORDER by serving written notice to SUPPLIER, without the right to compensation, damages or fine against INDURA.

3. Early termination of ORDERS: INDURA may terminate the ORDERS at any time without granting SUPPLIER the right to claim for compensation, damages or fine, except for the payment of the goods delivered or services rendered which were accepted by INDURA. INDURA will inform SUPPLIER of said termination by written communication sent at least eight (8) days prior to the effective day of termination.

4. Termination due to non-compliance: Should SUPPLIER fail to comply with any of its obligations, INDURA may, at any time, cancel or terminate the ORDER and/or any request, whether in whole or in part, by operation of law and without judicial statement, by written notice sent to SUPPLIER.

5. Compliance of the ORDER: The delivery term of Goods and Services will be stated in the ORDER. If SUPPLIER is unable to comply with the term, he shall immediately inform INDURA who may, at its own discretion, cancel the ORDER with no obligation to make additional payments, pay fines or compensations of any kind whether they are due to damages, loss of profits, moral compensation, indirect damages or any other type of damages.

6. Price and Method of Payment: INDURA will pay SUPPLIER for the Goods and/or Services the prices and other items expressly stated in the ORDER and under the terms stated therein. SUPPLIER shall submit to INDURA the invoice containing the detail of the delivered Goods or Services rendered. Upon approval of said document, INDURA will pay on the date stated in the ORDER. Invoices shall comply with the requirements stated by INDURA and the following shall be attached thereto: (i) Acknowledgements or proof-of-delivery notes duly received. (ii) receipts according to the legislation in force in Argentina to evidence the compliance by SUPPLIER of the labor-related obligations as regards their staff performing under the ORDER.

7. Taxes: Taxes arising from the sales of Goods or rendering of Services shall be borne by SUPPLIER. SUPPLIER acknowledges and accepts that the price of the ORDER is unique and is not subject to changes; thus, SUPPLIER waives his right to claim on items or issues not stated or any price readjustment.

8. Ownership title and possession: SUPPLIER represents and warrants that he is the legal owner and has possession over the Goods and materials and is entitled to use and sell them. He also warrants that there are no encumbrances, limits to ownership, seizure or legal claims and that he will hold INDURA harmless against any type of claims and/or legal actions filed by third parties on this issue.

9. Raw material and spare parts: SUPPLIER undertakes to use new and suitable materials and spare partes for their specific purpose, free from defects and appropriately working, and these materials and spare parts comply with the technical specifications, drawings and descriptions established by INDURA or with market standards.

10. Packing: SUPPLIER will pack, transport and deliver the Goods in an appropriate package, offering protection and complying with the technical and legal requirements for each class of product as stated in the ORDER.

11. Guarantee of Quality or Suitability of the Good: SUPPLIER shall fully guarantee the conditions of quality and suitability of the Goods subject to the ORDER, and undertakes, during the term of the legal or contractual guarantee extended by SUPPLIER, to the timely and due repair or replace the Good, as the case may be, assuming all the costs, expenses or work arising from this situation. The quality or suitability of the Goods will be qualified at INDURA's sole discretion and INDURA may request warranty for any damage, defective or insufficient product to comply with the purposes for which it has been acquired.

12. Safety and Environment: SUPPLIER shall comply with all legal safety, occupational and environmental health standards and instructions given by INDURA to deliver Goods and the render the Services, including provisions on uniforms, identification, use of safety implements, compliance with work obligations, driving specifications and vehicles, unloading, courses and safety inductions as appropriate, disposal of packaging and waste , etc., and shall be liable for any damage caused to INDURA or third parties for non-compliance of these rules.

13. Fines due to Delay and non-compliance of Safety rules: In the event of Supplier's delay in the delivery of Goods or rendering of Services in accordance with the terms set forth in the ORDER, INDURA may charge a fine for each day of delay, equivalent to 0.5% of the value of the Goods or Services pending delivery up to a maximum of 20% of the value of the ORDER, which shall not extinguish the obligation of the SUPPLIER to comply with its obligations and without prejudice to the powers of INDURA to cancel or terminate the ORDER and to file for damages.

Supplier must ensure the comprehensive safety of its workers and it is INDURA's policy to protect the safety and health of its employees and contractors. The occurrence of an accident or incident in a negligent manner will entitle INDURA to apply a fine equivalent to 3% of the ORDER,

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which will be automatically deducted from the amount to be paid.

INDURA may collect the fines directly and/or by compensation in whole or in part of any sum owed to SUPPLIER, without the need for judicial intervention.

14. Liability: INDURA's liability will be limited to the payment of the price within the time limit and form stated in the ORDER, once the Supplier has complied with all its obligations. INDURA shall not be liable to SUPPLIER for loss of profit or loss of production, loss of use, loss of image, loss of savings or profit, loss of income, loss of contract or for any direct, indirect, incidental, moral damage or other any other type of damage.

15. Intellectual Property: All documents, reports, plans, studies, technical information and others produced or performed due to the ORDER shall be the property of INDURA, which shall be empowered to register them with the competent entity, if desired, and also to use them freely and unlimitedly, directly or through a third party, without restriction.

16. Assignment and outsourcing: INDURA may assign the ORDER to any of its related companies without the need for authorization or approval from SUPPLIER. SUPPLIER may not outsource or assign, in whole or in part, its obligations under the ORDER without the prior written approval of INDURA.

17. Indemnity: SUPPLIER shall hold INDURA, its shareholders, directors, officers, employees, agents, representatives or subcontractors harmless for damages caused to them as a direct or indirect consequence of acts or omissions of SUPPLIER or directors, officials, employees, agents, representatives or subcontractors and will defend the rights and interests of those from any request, claim, administrative and /or judicial action and / or any other that could be filed by any third party, in that case INDURA may choose the legal and / or judicial defense of its preference at the expense of SUPPLIER.

18. Independent SUPPLIER: Nothing contained in the ORDER shall be construed as constituting a relationship other than the purely commercial relationship with SUPPLIER and does not constitute an employment relationship between the Parties. SUPPLIER is an independent entity and not a representative, agent or employee of INDURA in the compliance of the ORDER and shall have no right to make any statement, representation or undertaking of any kind, nor to take any binding or mandatory action for INDURA. SUPPLIER shall be solely and exclusively responsible for complying with its obligations to its employees, suppliers and contractors. If, because of the PROVIDER's failure to comply with its legal and contractual obligations, in accordance with the legal provisions INDURA is obliged to make payments or indemnities corresponding to SUPPLIER, INDURA will be entitled to recover the amounts paid from SUPPLIER, and may withhold any sum owed to SUPPLIER for any item, invoiced or not, up to the amounts that were being charged to INDURA, whether judicially or extrajudicially, adding also the adjustment and interest and/or collecting in a direct manner.

19. Compliance and Integrity: By accepting the ORDER by any means, including the only fact of handing over the Goods or performing the Services, Supplier represents to know and undertakes to comply with the **Crime Prevention Model (CPM)** that INDURA has implemented in compliance with Law No. 27.401 on Criminal Liability of Legal Persons for the crimes of money laundering, financing terrorist conduct, corruption or bribery of national or foreign public officials, bribery or corruption between individuals, reception, misappropriation, incompatible negotiation, unfair administration and water pollution.

Supplier further represents and warrants that it will take all necessary and effective measures to comply with and ensure that his workers or dependents, as well as their subcontractors, comply with the law and code of conduct of Air Products companies and the standards of probity, good practice, moral and ethical practices required by law and INDURA, for the entire duration of the commercial relationship between the parties. In the event of non-compliance of these rules and principles, Supplier undertakes to inform INDURA and immediately take the necessary measures to clarify the facts and avoid any damage to INDURA's assets or image. Said reports can be submitted by the Integrity Line System, Air Products web page (www.airproducts.com/integrityonline).

Accordingly, Supplier represents that it authorizes INDURA to use the GTS tool, and/or any other one that replaces or complements it, which generally consists of a system that allows the review of sales and deliveries made by the parties, and, if according to the criteria used by that tool, it is determined that a purchase of products is being made to any individual or legal entity who performs undue practices, INDURA will be entitled to block and suspend purchases or orders from the Supplier immediately.

20. Notices. All notices, communications, deliveries or requests made between the PARTIES shall be issued in writing.

21. Governing Law and Domicile: The ORDER and the commercial relationship derived therefrom shall be governed by and construed in accordance with Argentine law and for all purposes the parties agree that the contractual domicile is the city of Buenos Aires.

22. Protection of Personal Data: Supplier undertakes to strictly comply with the obligations of Law 25.326, its complementary and regulatory rules (or those that in the future replace, amend or complement them), in relation to the collection, storage and processing of the personal data that it accesses due to the ORDER. Supplier represents by itself and by the persons mentioned above, that it will take all appropriate, technical, physical, and administrative measures to protect personal data. Consequently, it undertakes to adopt technical and organizational measures appropriate to the risks posed by the processing of data, which are necessary to guarantee safety and confidentiality.

Supplier warrants that his staff or subcontractors involved in the delivery of the Goods or performance of the Service subject to this Agreement, have authorized and authorized the transmission of their personal data to INDURA in order to achieve the subject matter hereof and improve the quality of the services.

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23. Confidentiality and Dispute Resolution: Any information to which SUPPLIER, its employees, managers, officers or representatives or subcontractors have access in the performance of the ORDER, whether scientific, technical or commercial and otherwise, as long as it is not in the public domain, or if there is no express agreement of both Parties thereto, must be kept under the strictest confidentiality; SUPPLIER undertakes by acceptance of the ORDER by any means, including the sole fact of delivering the Goods or rendering the Services, not to disclose it by intermediaries, or use it in its or third parties behalf.

Any controversy arising between the Parties related to the ORDER, including, without limitation, the interpretation of the ORDER, its execution, validity, performance, compliance, termination or future consequences thereof, which may not be solved directly by the Parties within a maximum period of ten (10) working days, must be resolved through the ordinary justice of the city of Buenos Aires , at the request of either Party.