

Annex III

General Conditions for Contracting Works

1) Conditions

1.1 The set of conditions detailed below form the general conditions of contracting works (hereinafter the "Works GTC") and are an integral part of the purchase order (hereinafter the "PO"), and, together with the other documents that comprise it, establish the rights and obligations that shall be applicable to the contracting of works (hereinafter the "Works") to be carried out between 360 Energy S.A. (hereinafter "360 Energy") and/or any of its affiliated companies detailed below: 360 Energy Solar SA, 360 Energy Catamarca SA *-as well as all those companies that may be registered in the future-* (hereinafter, the "Affiliated Companies", and together with 360 Energy, indistinctly, the "Contracting Party"), and its suppliers (hereinafter the "Supplier" and in reference to the Contractor and the Supplier as a whole, the "Parties" or individually, the "Party").

2) Acceptance

2.1 The PO and the GTC for Works shall be considered accepted in all their terms if, within 48 hours of receipt by the Contractor, the Contractor (i) sends the declaration of acceptance for contracting the works; and/or

(ii) the provision that is the object of the PO begins; and/or (iii) the guarantees applicable thereto are delivered, whichever occurs first.

3) Definitions

3.1 In this document, the following capitalized terms shall have the specific meaning assigned to them in the articles or as indicated below:

- Government Authority: means any official, administrative or judicial authority of the national, provincial or municipal government.
- Certificate of Progress: has the meaning assigned in Clause 13.2.
- Special Terms and Conditions of Contract (STC): these are those conditions specifically applicable to the PO and/or the Contract, which determine the clauses of the GTC that may be modified and/or establish scopes that are not foreseen in the GTC. The STCs shall be set forth in the PO.
- General Terms Conditions of Contract (GTC): document through which the rights and obligations of the Contracting Party and the Contractor regarding a contract are established. They shall be available for consultation by the Contractor on the Contracting Party's website or together with the PO when necessary. These govern everything not specifically contemplated in the STC.
- Contracting Party: is, without distinction, 360 Energy SA and/or any of its Affiliated Companies.
- Contractor: is the natural or legal person who executes the Works that is the object of the PO and/or the Contract.
- Contract: instrument through which the Parties agree on the conditions of contracting the Works. The implementation of this document shall be at the discretion of the Contracting Party.
- Work Schedule: means the duration of the Works provided for in the PO and/or the Contract.
- Day/s: means calendar days, unless expressly stated otherwise.

- **Affiliated Companies** are: 360 Energy Solar S.A. and/or 360 Energy Catamarca S.A. and/or any other person directly or indirectly controlling, controlled by, linked to, and/or subject to common control with 360 Energy S.A. *-as well as all those companies that may be incorporated in the future-*. For the purposes of this definition, "control" means the power to direct or provide for the direction of the business, affairs and policies, directly or indirectly, whether through ownership of shares with voting rights, by contract or otherwise.
- **Equipment and/or Materials**: means all goods to be supplied by the Contractor or Subcontractors under the PO and/or the Contract, linked to the execution of the Works.
- **Milestone/s**: means the completion of a specific activity or the occurrence of an event identified as such in the Milestone Worksheet, taking into account that a Milestone shall not be achieved unless or until the Contracting Party has agreed that the Milestone has been reached.
- **Site**: means the establishment indicated in the PO and/or the Contract, in which the Work shall be executed.
- **Regulatory Framework**: means the set of rules and/or legislation of a national, provincial, municipal and/or communal nature and other regulations and/or resolutions, whether of general or individual scope, in force, current or future, issued or to be issued by Government Authorities or private organizations within the framework of their powers.
- **Purchase Order**: means the document by which the Contractor is entrusted with the execution of the Work under the Contracting Party's GTCs, the STC and all documents that are incorporated by express reference. **Work/s**: means the construction and/or execution and/or installation and/or assembly and/or testing works and/or all those tasks included in the object of the PO that the Contractor has been obliged to supply to the Contracting Party.
- **Parties**: means jointly the Contracting Party and the Contractor.
- **Party**: means individually the Contracting Party or the Contractor, as applicable.
- **Milestones Worksheet**: means the worksheet with the definition of Milestones included in the PO, as determined in the STC.
- **Guarantee Term**: means the period between the signing of the Provisional Acceptance and the Final Acceptance, by which the Contractor guarantees the Work carried out under the PO and/or the Contract.
- **Request for proposals**: document in which the technical conditions, scope of work, provision of materials and services, among others, are established.
- **Price**: the price payable to the Contractor as consideration for due and full compliance with the object thereof, in accordance with the PO and/or the Contract.
- **Final Acceptance**: means the document signed by the Parties once the Guarantee Period has elapsed, which shall record the fulfillment of the Contractor's obligations during the Guarantee Period, implying, therefore, the final acceptance of the Work. by the Contracting Party, in accordance with the provisions of the PO and/or the Contract.

Provisional Acceptance: means the document signed by the Parties, to certify the delivery of the Work and the Contractor's compliance with the obligations contained in the PO and/or the Contract.

- Subcontractor: means any natural or legal person other than the Contracting Party that has signed a contract with the Contractor to provide equipment, materials or services, directly or indirectly, for the performance of the Works.

4) Content of the PO. Statements

4.1 The PO, its attached documents, the GTC and the Contract (if applicable), constitute the agreement between the Contractor and the Contracting Party and may not be modified, except by a review of the conditions agreed upon by the Parties and by the issuance of a new PO and/or Contract.

These GTCs are binding for the Contracting Party and the Contractor, prevail and replace any conditions of sale of the Contractor and are part of the PO. All conditions included in the Contractor's documentation are hereby declared void, unless they are specifically included in the PO, the STC and/or the Contract.

For the purposes of resolving discrepancies between the different documents of the PO, the priority order shall be as follows:

- (a) PO and/or Contract;
- (b) STC;
- (c) GTC;
- (d) Request for proposals;
- (e) Contractor Quote.

4.2. For 360 Energy and its Affiliated Companies, leading and being successful in business entails developing strong, long-term connections with our customers, suppliers, the market, and the community. This forces us to work on relationships based on transparency and fair agreements that shall allow 360 Energy and its Affiliated Companies to grow in a sustainable and long-term manner, in harmony with the universe of parties with whom we interact: clients, suppliers, contractors, the market, the community, and the state. For this reason, 360 Energy and its Affiliates require its Contractors, Subcontractors and their shareholders, directors, managers and employees to comply with the Code of Conduct, part of its Integrity Plan, which is available on 360 Energy S.A.'s website (<https://www.360energy.com.ar/integridad>).

4.3 Therefore, the Contractor's submission of any quote, offer, or letter of intent to 360 Energy S.A. and/or any of its Affiliated Companies shall imply the Supplier's knowledge, acceptance, and commitment to comply with the Code of Conduct.

5) Work Program

5.1 The Contractor, prior to the commencement of the Works, shall deliver deliver a work program (hereinafter, the "Work Program") that shall detail, in the form and according to the specifications required in the PO and/or the Contract, the mechanism of design, execution, Work Schedule and completion of the Works and the procedures for obtaining the remedy of any defects arising therefrom, and the Contracting Party may, at its sole discretion, expand on this information. The Contractor shall promptly furnish, in writing and whenever required by the Contracting Party, a general description of the arrangements and methods proposed by the Contracting Party to be adopted for the design, execution and completion of the Works and the remedying of defects arising therefrom. The approval by the Contracting Party of the Work Program shall not exempt the Contractor from any other obligation provided under the PO and/or the Contract.

5.2 No modification shall be made to the Work Program without prior and express written approval of the Contracting Party.

5.3 If, at any time, in the opinion of the Contracting Party, the actual progress of the Works is not in accordance with the Work Program, the Contracting Party may request the Contractor to revise the Work Program. In such case, the Contractor must submit to the Contracting Party for approval, a revised Work Program (hereinafter, the "Revised Work Program") within a period of seven (7) days from when it was requested by the Contracting Party.

5.4 The Revised Work Program shall detail the necessary modifications to the Work Program aimed at ensuring the completion of the Works in accordance with the terms and deadlines provided for in the PO and/or the Contract. Such modifications shall not give the Contractor the right to request an increase in the Price of the PO and/or the Contract.

5.5 If any part of the Works has not been completed or, in the reasonable opinion of the Contracting Party, the Contractor shall not be able to complete it on or prior to the scheduled date, the Contracting Party may require the Contractor to execute the tasks that, in the Contracting Party's discretion, are necessary to complete the Works in a timely manner, affecting the additional resources that may be necessary, and to continue providing such additional forces until the Contracting Party reasonably considers that the delay in the Works deadline provided for in the PO and/or the Contract has been remedied. Delays in the execution of certain parts of the Works shall not give the right to extend the completion deadlines.

6) Contractor Personnel

6.1 The Contractor shall appoint a full-time representative on the Works, suitable and competent for the position (hereinafter, the "Contractor's Representative"), which must be approved by the Contracting Party. To this end, the Contractor shall present to the Contracting Party for approval, within seven (7) days as of the date of the PO and/or the Contract, the name, background and experience of the Contractor's Representative.

6.2 The approved Contractor's Representative shall devote all his or her time to the administration of the Works and shall exercise general control of the Works in the name and on behalf of the Contractor, as well as give all consents, approvals, orders, instructions and information given to him or her by the Contracting Party, and shall have sufficient powers of legal representation of the Contractor.

6.3 The Contracting Party may, at any time, request the removal of the Contractor's Representative. If Contracting Party does so, the Contractor shall replace the Contractor's Representative with another suitable person, within three (3) days of notification of the request for removal.

6.4 The Contractor and its Subcontractors shall provide and use in connection with the execution and maintenance of the Works:

- (a) Technical assistants who are trained and have proven experience in their respective trades and assignments; workers with sufficient competence and proven experience to provide adequate supervision to the works they are required to supervise;
- (b) Qualified, partially qualified and non-qualified labor to the extent necessary for the execution, completion and adequate and timely maintenance of the Works.

6.5 The hiring of all its employees shall be at the exclusive cost and expense of the Contractor, as well as the cost and responsibility for their payments, remuneration, accommodation, food and transportation. In relation to its employees, the Contractor shall comply with the entire Regulatory Framework on labor and pension matters issued by the Government Authority, holding the Contracting Party harmless for any claim of any nature that any employee of the Contractor or the Subcontractor may file against the Contracting Party, its shareholders, directors, managers and/or employees. Likewise, the Contractor shall be obliged to submit, with a copy to the Contracting Party, any information that is required by the Government Authority regarding its employees in the Works and/or the employees of its Subcontractors.

6.6 The Contractor shall submit detailed lists showing the supervisory personnel and the various skilled and unskilled workers to be employed by the Contracting Party and Subcontractors on the Works. These lists shall be submitted in such form and at such intervals as the Client deems necessary.

6.7 The Contracting Party shall have the right to require the Contractor, at any time and by any means (including verbal), to remove from the Works any person employed by the Contractor or by a Subcontractor who, in the sole judgment of the Contractor, shows misconduct, is incompetent in the proper performance of their duties and/or who, for any reason in the opinion of the Contractor, should be

removed from the Works. The employee whose removal is requested shall not be employed again in the Works without written permission from the Contracting Party. When the request for removal is directed at personnel considered qualified by the Contractor or by the Subcontractor, such request shall be preceded by a prior reliable notice from the Client, requesting the Contractor to take corrective action in respect of the employee concerned within a reasonable period of time.

6.8 Any person removed from the Works in such a manner shall be replaced as soon as possible by a competent substitute, so as not to delay the execution of the works.

The Contractor and its Subcontractors, by the simple acceptance of the PO and/or Contract, shall adhere to the safety program and environmental policy of the Contracting Party, assuming also the commitment to comply with the guidelines and requirements established in the management policy of control of contractors of the Contracting Party, as well as to comply with the requirement of information and documentation provided in the document "Control of Suppliers" and its Annexes I "Preventive Management" and II "Entrance Authorization" published in <https://www.360energy.com.ar/proveedores>.

7) Labor, Equipment and/or Materials

7.1 The Contractor guarantees the quality of the Works, the hired labor and the Equipment and/or Materials provided by the Contractor, intended for the execution of the Works.

7.2 The Equipment and/or Materials furnished by the Contractor shall be of the kind of quality required in the PO and/or Contract; in all cases, they shall be new, merchantable, of first quality and fit for the purposes or uses which have been specified in the PO and/or Contract or which may be inferred therefrom.

7.3. The Equipment and/or Materials and the Works shall be free of defects.

8) Rules for the Execution of the Works

8.1 The Works and all its components, including the Equipment and/or Materials, shall be designed, contracted, manufactured, tested and delivered in accordance with the provisions of the PO and/or Contract, in accordance with good engineering practices and operation and in accordance with the applicable Regulatory Framework.

8.2 Throughout the execution of the Works and until the completion of their operations, the Contractor and the Subcontractors are obliged to take all necessary measures to avoid damage to the environment, and/or any possible damage to third parties and/or any act that may restrict and/or harm the rights of third parties or their physical integrity and/or any act that may generate environmental pollution and/or noise nuisance and to avoid any other possible consequence derived from their actions, throughout the execution of the Works and until their departure from the Site. The Contractor and Subcontractors shall, at all times, ensure that emissions, surface and underground discharges and effluents generated during the Works do not exceed the values prescribed by the applicable Regulatory Framework.

9) Inspections

9.1 The Contractor and Subcontractors shall be obliged to grant the Contracting Party, without restriction, the opportunity to examine, measure and test any task performed on the Works that is about to be hidden, covered in any way, or placed out of sight (hereinafter, the "Coverage Works"). The Contractor shall conclusively notify the Contracting Party whenever any work is ready or about to be covered or put out of sight. The Contracting Party shall notify the Contractor by any means of its lack of intention to carry out the examination and/or measurement and/or tests. In case of silence, it shall be interpreted that the Contracting Party intends to carry them out.

9.2 If so instructed by the Contracting Party, the Contractor shall leave parts of the Works exposed.

9.3 In the event that the Contractor has covered or put out of sight any part of the Work after complying with Clause 9.1 and it is concluded that said parts comply with the PO, the Contracting Party shall certify the reasonable costs incurred by the Contractor in complying with its instructions, calculated according to the unit prices established in the PO and/or the Contract for labor and equipment and/or according to the cost and/or by any other means that the Parties consider reasonable and, if applicable, the corresponding additional term. In any other case, all costs shall be borne by the Contractor.

9.4 The Contracting Party may appoint an independent inspector (hereinafter, the "Independent Inspector"), who shall be considered an assistant to the Contracting Party and have broad powers to inspect and carry out tests of the Works. Once the Independent Inspector is appointed, the Contracting Party shall notify the Contractor of said designation only once.

9.5 The Contracting Party, the Independent Inspector and any other person authorized in writing by them, shall have the right to (i) inspect, examine, verify the verification progress and/or test the Equipment and/or Materials supplied under the PO and/or the Contract. If said inspection is carried out at the Site, it shall be done during business hours; in the event that the inspection of any Equipment and/or Materials occurs during their manufacture, or in some other place outside the Site, the Contractor shall manage the necessary permits so that the Contracting Party, the Independent Inspector and/or any other person authorized in writing by them, can carry out said inspection, examination and tests in the relevant premises. No such inspection, examination or test shall relieve the Contractor of its obligations under the PO.

9.6 The Parties shall agree on the time and place at which any part of the Works shall be tested as provided in the PO and/or the Contract. The Contracting Party shall give the Contractor notice by any means (including verbal) of their intention to attend the tests. Said notice shall be given at least forty-eight (48) hours in advance. In the event that the Contracting Party does not attend on the agreed date, the Contractor may proceed with the tests, unless the Contracting Party by any means (including verbal) instructs the Contractor otherwise. In case of doubt as to whether or not the instruction to the contrary was given, it shall be interpreted as having been effectively given. The Contractor shall send the Contracting Party duly certified copies of the test results.

9.7 The Contractor shall be obliged to provide assistance, labor, materials, electricity, fuel, supplies, apparatus and instruments as necessary to carry out the execution of the tests effectively regardless of the place where they are to be carried out.

9.8 When any part of the Works has passed the aforementioned tests, the Contractor shall provide the Contracting Party with a written certificate to this effect.

9.9 If, as a result of the inspection, examination or tests mentioned above, the Contracting Party decides that any of the Works is defective or has not been executed in accordance with the PO and/or the Contract, it may reject it in whole or in part by notifying such circumstance to the Contractor. The notification shall stipulate the objections and/or observations regarding the manner in which the Works are being executed. The Contractor shall immediately correct the defect and ensure that any of the rejected Works comply with the PO and/or Contract. Once the defect has been repaired, if the Contracting Party requires that said portion of the Works be tested, the tests shall be repeated under the same terms and conditions mentioned above. All costs incurred by the Contracting Party for repeating the tests shall be deducted from the Price of the PO and/or the Contract.

10) Guarantees

10.1 To guarantee compliance with the Contractor's obligations, the following guarantees shall be established in favor of the Contracting Party:

- (a) a guarantee of faithful performance of the contract.
- (b) an advance payment guarantee, in the event that the PO provides for the payment of an advance, which requires the delivery of a bond that covers 100% of the advance granted.
- (c) the establishment of a reserve fund.

10.2 In all cases, the granting in favor of the Contracting Party of the guarantees identified in this clause is established as a condition precedent to the issuance of payments to the Contractor of any nature. The guarantees must be issued by a bank or a first-line insurer to the satisfaction of the Contracting Party.

10.3 The performance bond shall be for an amount equivalent to twenty percent (20%) of the PO and/or Contract Price, and shall be valid for a period extending at least from the date of the PO and/or Contract until the date on which Provisional Acceptance is reached.

10.4 The Reserve Fund shall be established for an amount equivalent to five percent (5%) of the Price of the PO and/or the Contract, and shall be made up of proportional withholdings on each Work Progress Certificate. At the time of granting the Provisional Acceptance, the Contractor may replace the Reserve Fund with a guarantee or surety insurance for an equivalent amount, to the satisfaction of the Contracting Party. Said guarantee or equivalent surety insurance must remain in force for a period that shall extend, at least, until the date on which Final Acceptance is achieved.

10.5 The advance payment guarantee shall be for an amount equivalent to the amount advanced or paid on account by the Contracting Party, and shall be valid for a period extending at least from the date on which the advance payment was made until the date on which the Provisional Acceptance was reached. The amount may be progressively reduced to the same extent as it is discounted under the Progress Certificate, and the Contractor shall issue a credit note in each Progress Certificate for the same percentage of the advance payment granted.

11) Insurance

11.1 Notwithstanding its liability under the PO and/or the Contract, and not limited by this clause, the Contractor shall procure and maintain in force at its own cost and expense at all times during the entire term of the Contract, with companies of recognized prestige and solvency, to the satisfaction of the Contracting Party, the insurance policies described below, it being understood that the amounts thereof shall never be less than those mandatory under the laws and regulations in force and that the maintenance of such insurance policies shall not vary any of the indemnity obligations set forth in the PO and/or the Contract:

11.1.1 Comprehensive civil liability insurance. It shall cover all damage caused by the Contractor or its Subcontractors as a consequence of or in relation to the work, to the persons or property of the Contracting Party, its employees, agents, contractors and third parties. The minimum amount of compensation shall be USD 500,000 (five hundred thousand dollars). The policies that are established shall have the following clause as a condition:

“In the event that a third party claims directly or indirectly against [Contracting Party] for an incident compensable by this coverage, [Contracting Party] shall be considered insured for this policy.”

In addition, a clause shall be included indicating that the Contracting Party shall be considered a third party with respect to damages that could be caused by the Contractor or its Subcontractors.

The policy shall include the following coverages:

- Civil Liability for assets under care and custody.
- Crossed Civil Liability.
- Civil Liability for sudden, accidental and unforeseen pollution.
- Responsibility of the contractor and subcontractor.
- Excess coverage for owned and non-owned automobiles.
- Transportation of merchandise or goods.
- Natural persons under contract.

11.1.2 Occupational risk insurance. The Contractor and its Subcontractors shall comply with the requirements of Act No. 24,557 and any other regulation that may be sanctioned in the future, as well as Decree No. 84/1996 and shall present a copy of the affiliation contract to an Occupational Risk Insurer. The Contractor shall be directly liable to the Contracting Party for the performance of this obligation in respect of its Subcontractors. The contract subscribed with the

the Occupational Risk Insurer shall include a non-repetition clause against the Contracting Party in the following terms:

The insurer expressly waives the right to bring any action for recovery against [Contracting Party], its officers or employees, whether based on Section 39 of Act No. 24. 557 or any other regulation, on account of the benefits it is obliged to grant or pay to the dependent or former dependent personnel of the Contracting Party or of any Subcontractor covered by this policy, for occupational accidents or occupational diseases suffered or contracted by reason of or in connection with the work or on the way between the worker's domicile and the place of work."

11.1.3 Personal accident insurance. The Contractor's Personnel and its Subcontractors who are not covered by the insurance indicated in clause 11.1.2 above shall have personal accident coverage, the values of which are established in Annex II "Entrance Authorization" published in <https://www.360energy.com.ar/proveedores>. Coverage shall include at least: death, permanent total disability, permanent partial disability, and in-itinere risks. This insurance shall contain a clause that includes as beneficiaries the [Contracting Party] and/or any third party indicated by the Contracting Party.

11.1.4 Civil liability insurance for cars, vans and/or trucks (hereinafter, the "Motor Vehicles"). It shall cover civil liability for damages of all types (property, injuries and death) caused to the Contracting Party and third parties, transported and not transported in the use of the Motor Vehicles by the Contractor at the Site and outside of it, the amounts of which may not be less than those established in the Regulatory Framework. The policy shall include the Contracting Party as an additional insured party and include the following clauses:

"In the event that a third party claims directly or indirectly against [Contracting Party] for an incident compensable by this coverage, [Contracting Party] shall be considered insured for this policy."

"In the event that the vehicle causes damage to the facilities of [Contracting Party] or its personnel, [Contracting Party] shall be considered a third party to the effects of this policy."

11.1.5 Technical Insurance of the Contractor's Equipment and Machinery. In the event that equipment is brought in, it shall have liability coverage for at least USD 50,000 (fifty thousand dollars). The policy shall include the Contracting Party as an additional insured party.

11.1.6 Goods transportation insurance. If goods owned by the Contractor must be transported to the Site, the Contractor must take out a transportation policy covering said goods up to their replacement value.

11.2 The Contractor shall submit the certificates of the respective policies to the Contracting Party and proof of premium payments whenever they are requested. However, the Contractor is obliged to inform the Contracting Party in writing of any incident that affects the validity and conditions of the contracted insurance. The Contractor shall be responsible for the deductibles and overdrafts of the policies. Failure to pay any policy shall entitle the Contracting Party to suspend any payment due until the Contractor remedies the breach in question.

11.3 The Contracting Party may request a change of insurance company in the event that the latter does not merit trust by virtue of supervening economic and/or financial situations that effectively demonstrate its state of insolvency and/or any other circumstance that casts doubt on the validity of the coverage granted.

11.4 In the event that the Contractor does not obtain and/or maintain the insurance provided for in this clause, or does not provide the corresponding certificates of coverage and proof of payment at the beginning of the work at the Site or on the date on which said insurance is required in accordance with the insured risks, the Contracting Party shall have the right to procure similar insurance coverage, the costs of which (including the Contracting Party's internal costs) shall be charged to the Contractor and from time to time debited from any sum owed by the Contracting Party to the Contractor, together with the administrative expenses that the operation demands; or at its sole discretion may, upon prior notification to

comply within a period of two (2) business days, to terminate the PO and/or the Contract for reasons attributable to the Contractor.

11.5 The Contractor may not request the insurance company to cancel, modify or amend the subscribed policies, without the prior written consent of the Contracting Party, which shall be included in the respective policies as a non-cancellation clause.

11.6 The Contracting Party shall proceed to approve or reject the insurance policies presented by the Contractor within ten (10) business days of receiving them. The Contractor shall require its Subcontractors to have the insurance set forth in this clause, with the same requirements established here.

11.7 The Contractor shall repair the damages and shall be liable for those risks that are not guaranteed in the policies it subscribes, in order to successfully carry out the obligations and responsibilities of the Works.

12) Taxes

12.1 The Contractor shall be obliged and binds the Subcontractors to the payment of any taxes and/or tributes of any nature or condition, as well as to the payment of any fines, penalties, tax charges and duties to which the Contractor and/or the Subcontractors are subject as a result of the performance of the PO and/or the Contract, or in relation to the income obtained by the Contractor during the performance of the PO and/or the Contract; being solely and fully liable, and not being able to claim reimbursement of such taxes and/or tributes from the Contracting Party, unless the PO and/or the Contract establishes otherwise.

12.2 The Contractor agrees that the Subcontractors shall pay all taxes and other fiscal charges, fines, penalties and interest thereon which have accrued during the performance of the Work, such taxes to be duly assessed on the income and profits accruing to the Contractor or such Subcontractor.

12.3 The Contracting Party shall be solely responsible for paying the value added tax (VAT).

13) Certification, Billing and Payment Method

13.1 The billing and subsequent payment of the Price shall be made according to the fulfillment of Milestones and the progress of the actual Works provided for in the Work Program and in the periodicity established in the PO and/or the Contract. If an advance payment has been granted, it shall be applied through the issuance of a credit note issued by the Contractor in favor of the Contracting Party. Also, this withdrawal of the advance payment shall be reflected in the Progress Certificate.

13.2 According to the periodicity determined in the PO and/or the Contract, the Parties shall agree on the amount and progress of the actual Works executed during the period in question (hereinafter, the "Progress Certificate").

13.3 Within five (5) days of subscribing the agreement, the Contractor shall present to the Contracting Party, for approval, the Progress Certificate prepared in the manner agreed upon by the Parties and signed by the Contractor. The Contracting Party shall have five (5) days to approve, totally or partially, the Progress Certificate in case of inconsistency with what was agreed between the Parties and, if approved, the Contracting Party shall send the Progress Certificate of Works signed along with the SES Number to the Contractor. Within ten (10) days of the approval by the Contracting Party of the Progress Certificate, the Contractor shall submit to the Contracting Party an invoice, in the terms indicated in clause 13.7 for the value determined in the Progress Certificate (including the material support and certificates that are reasonably required).

13.4 In the absence of a repair fund policy, the corresponding percentage shall be deducted from each certificate and the contractor shall issue a credit note for the resulting amount. The refund of this amount shall be made upon delivery of a surety policy for the repair fund or after obtaining the final acceptance certificate.

13.5 The issuance of a Progress Certificate may not be construed as an indication that the Works have been completed in accordance with the terms of the PO and/or the Contract.

13.6 In case it is determined in the NP and/or the Contract, the invoicing by Milestones shall respect the same considerations as for the Progress Certificate.

13.7 All invoices that the Contractor issues under the PO and/or the Contract must meet all the legal and/or regulatory requirements in force at the time of their issuance and be entered in the Contracting Party's supplier portal, which is <https://proveedores.360energy.com.ar/>, to move forward in the payment circuit (the "Supplier Portal"). Additionally, all invoices shall include the PO number assigned by the Contracting Party. The invoices must contain the corresponding PO number, the SES and be issued in the same currency as the PO. The failure to present in a satisfactory manner the invoice or the documentation that must accompany it in accordance with the PO shall be cause for rejection of the invoice and, until all the documentation is completed, the payment period shall not begin to be computed.

13.8 The invoices shall be paid by the Contracting Party within the period indicated in the PO and/or Contract. The Contracting Party shall not be obliged to pay any compensation or interest for any delay in payment after said period, unless this has been expressly established in the corresponding PO and/or Contract. The payment period shall begin to be counted from the date of receipt of the invoice as provided in the previous point.

13.9 The method of payment shall be, at the Contracting Party's option, by bank transfer or crossed check not to order, or as otherwise determined. In the event that payment is made by bank transfer, the transfer receipt or electronic check shall serve as sufficient receipt of payment and shall have the effect of cancellation. Payments made by check delivery shall be made at the Contractor's address located at Officia Pilar. R. Caamaño 1060 Panamericana, R. Pilar, Km 46. Work Building W301 (1631), Villa Rosa, Pilar, Buenos Aires Province, Argentina, from 9:30 a.m. to 5:30 p.m., with the Contractor being in charge of collecting the securities at said address and delivering the official receipt.

13.10 When the PO and/or the Contract establishes a currency other than the Argentine Peso, the Contracting Party may make the payment in Pesos at the reference exchange rate of Communication "A" 3500 (Wholesale) published by the Central Bank of the Argentine Republic, (or the regulation that may succeed or modify it in time), such payment having full cancellation effect. If there are exchange differences between the invoice date and the date of actual payment thereof, the corresponding credit or debit notes must be sent for adjustment.

14) Modifications to the Scope of Works

14.1 The Contracting Party shall have the right to request a change in the scope of the Works, specifications or other important matter, by issuing a written order addressed to the Contractor (hereinafter, the "Change Order"). In such case, the Contracting Party may grant a change in the Price of the PO and/or the Contract and/or an adjustment in the Work Schedule provided in the Work Program in accordance with the actual impact resulting from said change. Valuation of such changes either increasing or decreasing the PO and/or Contract Price, shall be made in accordance with the table provided in the PO and/or Contract (in the event such change or the possibility of such change is quoted therein or was provided therein), or by agreement between the Parties based on the unit prices included in the PO and/or Contract, or by such other means as the Parties deem reasonable. Such changes will be part of the Change Order. The execution of the instructions given by the Contracting Party shall not be delayed by a pending agreement regarding the price by the Contractor.

14.2 Regardless of such requests, the Contractor's responsibilities with respect to its obligations under this PO and/or the Contract shall remain in force.

14.3 These changes may consist, among others, of those detailed below. The following list is not exhaustive, but simply illustrative:

- (a) The alteration or modification of the design and/or the increase and/or decrease in the amount of Works included in the PO;
- (b) The omission of any of the Works;
- (c) The change in the character, quality, or type of any of the Works;
- (d) The execution of additional work, of any type that is necessary, for the completion of the Works;
- (e) The change of levels, lines, position and dimensions of any part of the Works;
- (f) The change of any of the specified sequences or times corresponding to any portion of the Works.

15) Contractor Obligations

15.1 The Contractor shall comply with its obligations in accordance with the PO and/or the Contract and according to the rules of the art and good engineering and operating practices; fulfilling them with the greatest of care and diligence, designing, performing engineering tasks, supplying, manufacturing and delivering the Works with all the structures, equipment and materials and supplies that are required in accordance with the PO and/or the Contract, and as to ensure the perfect functioning of the contracted Works.

15.2 The Parties understand and agree that the execution of the Works includes any incidental work that may reasonably be deducted or required to complete the Works. Notwithstanding the general obligations set forth herein, the Contractor's obligations shall include the activities stipulated in the PO and/or the Contract.

15.3 The Contractor may not make any claim of any nature whatsoever to the Contracting Party based on any misunderstanding or mistake with respect to any matter affecting the Works, nor may the Contractor make any such claim on the ground that any argument, the existence of any fact or information was given to the Contractor incorrectly or insufficiently by the Contracting Party's personnel, nor on the ground that the Contractor did not obtain correct and sufficient information from the Contracting Party. Nor shall the Contractor be relieved of any risk or obligation imposed or assumed by it under the PO and/or the Contract on the ground that it could not foresee that any matter could affect or would have affected the performance of the Works, except as otherwise provided in the PO and/or the Contract.

15.4 The Contractor shall obtain and deliver to the Works site all consumable goods that are necessary during the execution work. Likewise, it shall provide all the special tools associated with the main equipment and that are normally provided by suppliers as part of their supplies.

15.5 The Contractor shall be responsible for the receipt at the Site of all Equipment and/or Materials, including materials that may be provided by the Contractor. The Contractor, prior to carrying out any movement of entry or exit of Equipment and/or Materials in the Works, shall reliably notify the Contracting Party of this situation. The Contracting Party shall not be responsible for any theft and/or robbery, total or partial, and/or loss of Materials and/or Equipment either outside or inside the Works. The Contractor shall establish and maintain adequate security measures to avoid such events.

15.6 The Contractor shall provide all the Equipment and/or Materials necessary to complete the Works, except for exclusions expressly contemplated in the PO and/or the Contract. Once the Equipment and/or Materials arrive at the Works, they shall be considered destined exclusively for the execution of the Works. The Contractor shall not remove any Equipment and/or Materials of this type from the Works, except when they are no longer necessary for the execution of the Works. The Contractor shall be responsible for any damage to the Equipment and/or Materials.

15.7 The Contractor shall comply with the application of the entire Regulatory Framework regarding safety on the Site for the execution of the Works. Likewise, the Contractor shall strictly comply with all applicable Labor Regulations, without exceptions; with all applicable Construction Health and Safety Regulations, at all stages of the works (Decree No. 911/96 - and complementary legislation) and the Contracting Party's procedures, and with all applicable

Occupational Medicine and Environment. For this purpose, the Contractor shall have a Safety Manager for the Works, who shall be a registered professional according to the requirements of Act 19.587, Decree 1338/96 and any complementary legislation. Their presence may not be permanent as indicated in the Regulatory Framework, but they shall be available at the request of the Contracting Party.

15.8 In particular, the Safety Manager shall comply and ensure that the Subcontractors comply with the guidelines and requirements established in the Contracting Party's contractor control management policy, as well as with the information and documentation requirement provided for in the document "Supplier Control" and its Annexes I "Preventive Management" and II "Entrance Authorization" published in <https://www.360energy.com.ar/proveedores>.

15.9 The Contractor shall submit, prior to the start of tasks, the Work Safety File with the corresponding Safety Program approved by the Occupational Risk Insurer. Said Safety Program shall consider the risks associated with each field task and its control measures. The Contractor shall not be able to start the Works without the complete Safety and Health documentation approved by the Contracting Party. The Safety File shall be available at all times on the Site. It shall contain, at a minimum, the following information:

1. Safety program approved by the Occupational Risk Insurer.
2. Payroll of personnel in tasks.
3. Occupational Risk Insurer personnel insurance or self insurance.
4. Responsible for job security: designation by the company and copy of registration.
5. Proof of delivery of PPE
6. Safety training
7. Accident contingency plan.
8. List of emergency care clinics and hospitals.
9. List of vehicles used or to be used and copies of insurance.
10. Accident statistics.
11. Work procedures. It shall include a descriptive procedure on the generation and treatment of waste generated during the development of the tasks, and comply with the entire Regulatory Framework applicable to the matter. Sufficiently in advance of the start of tasks, the Contractor shall submit all documentation for the approval of the Contracting Party – Safety Department.

15.10 The Contractor shall supply itself, at its own cost and expense, with all electricity, water, gas, Internet and other services (including lubricants and fuels) that are required for the tasks and tests to be carried out in the Works. The Contractor shall also provide, at its cost and expense, the devices necessary for such use.

15.11 During the course of the execution of the Works, the Contractor shall clean and remove from the Works all excess material and waste generated daily. Upon completion of the Works, the object of the PO and/or the Contract, the Contractor shall remove all the Equipment and/or Materials and leave the entire Work Site clean and ready for its operation, to the complete satisfaction of the Contracting Party.

15.12 The Contractor shall, in accordance with the instructions to be previously given by the Client, allow the latter's employees and/or Subcontractors and/or Suppliers engaged by the latter to work on the Works to have access to the Works. The Contractor shall comply with the guidelines and requirements established in the Contracting Party's contractor control management policy, as well as comply with the information and documentation requirement provided for in the document "Supplier Control" and its Annexes I "Preventive Management". " and II "Entrance Authorization" published in <https://www.360energy.com.ar/proveedores>.

15.13 The Contractor may carry out its tasks on the Works at any time permitted by the Regulatory Framework and upon obtaining any permits, consents or licenses relating to the Works required by the Regulatory Framework. The Contractor shall give the Contracting Party

a reasonable and timely notice of the projected working hours.

16) Subcontractors

16.1 In the event that the Contractor subcontracts part of the Works, it shall require the express consent of the Contracting Party, providing all the information requested by the Contracting Party in this respect.

16.2 The Contractor shall be jointly and unlimitedly liable at all times during the execution of the Works for any damage and/or harm derived from the work, services, materials, plans, documentation, acts, non-compliance and/or carelessness of any Subcontractor, its agents or employees.

17) Completion

17.1 Once the Works are completed and verified jointly by the Contracting Party and the Contractor, the Parties shall sign the Provisional Acceptance Certificate to accredit compliance by the Contractor with the obligations contained in this PO and/or Contract. The date of Provisional Acceptance shall be the date on which physical construction and testing on the relevant part of the Works are deemed to have been completed to the satisfaction of the Contracting Party. If there are minor defects that can be corrected and that do not prevent the normal use of the work, a report will be drawn up with such observations and a list of pending defects will be prepared with a deadline to correct them prior to Final Acceptance. In no case shall minor defects be considered to be those that may hinder the normal and continuous use of the Works in accordance with its purpose.

If the Works presents material defects, it shall be considered unfinished, and the Provisional Acceptance shall be postponed until the defects are corrected to the Contracting Party's complete satisfaction.

17.2 Final Acceptance. Upon expiration of the Guarantee Term and the Repair Guarantee Term, and provided that the Contractor has completed all the corresponding items in the Pending List of the Provisional Acceptance Certificate and there are no aspects of the Works attributable to the Contractor or its Subcontractors, the Parties shall be in a position to sign the Final Acceptance Certificate of the Works.

18) Repair of Work Defects

18.1 The Contractor shall be responsible, at his sole cost and expense, for repairing any ostensible and/or hidden defects in the Works or in any part thereof, which may be caused by or have their cause or reason in any of the following events, which are not exhaustive, but merely enunciative:

- (a) Any design, engineering, Equipment and Materials, equipment, tools, supplies or labor that does not conform to the PO and/or the Contract;
- (b) Any breach of any kind by the Contractor regarding any of its obligations under the PO and/or the Contract;
- (c) Any act or omission of the Contractor.

18.2 The Contractor shall be obliged to immediately repair the defect or damage detected and to diligently undertake any corrective measure in this regard.

18.3 If the Contractor fails to remedy the defect or damage within a reasonable period of time after it has been detected or has become aware of its existence by any means, the Client may set a deadline for the Contractor to remedy the defect or damage. In the event that the Contractor fails to remedy the defect within a reasonable period of time after having detected it or having become aware of its existence and/or the deadline imposed by the Contracting Party has expired, the latter may:

(i) Execute the work or have it executed by a third party at the expense, cost, expense and risk of the Contractor. The costs incurred by the Contracting Party in repairing the defect or damage shall be paid by the Contractor and/or may be deducted from the Price of the PO and/or the Contract;

(ii) Require the Contractor to grant a reasonable reduction in the Price of the PO and/or the Contract to be agreed in accordance with the provisions of Clause 27.

18.4 In the event that the defect or damage was such that the Contracting Party was substantially deprived of all the benefits that he intended to obtain from the Works or any part thereof, the PO and/or the Contract may be terminated. In such case, the Contracting Party shall be entitled to recover from the Contractor all sums paid to it in respect of such Works or parts thereof. The Contractor shall also be entitled to recover from it the cost of dismantling the same, cleaning the Works and/or the facilities in which it is located; as well as the costs of returning any part of the same to the Contractor.

18.5 If, due to the characteristics of the defect or damage, its repair cannot be carried out quickly in the Works or in the property or facility in which it is located, the Contractor may, with the consent of the Contracting Party and taking extreme safety and care measures, remove from the Works or the property or installation in which it is located the part whose repair is required.

18.6 Additional testing after completion. If the replacements, repairs and/or renovations are such that they may affect the performance of the Works, the Contracting Party may require, at its sole discretion, that the tests after completion of the Works be repeated as often as necessary. The requirement shall be made by written notice within ten (10) days after the replacement, repair or renewal.

19) General Guarantee

19.1 The Contracting Party shall guarantee to the Client for the entire duration of the Guarantee Term that the Works will be capable of meeting all the requirements specified in the PO and/or the Contract.

19.2 The Guarantee Term shall be twelve (12) months from the signing of the Provisional Acceptance document. The Contractor shall be responsible for any defect, vice, deterioration and/or failure that may have occurred or been noticed in the work carried out, whether due to quality deficiency in the materials or poor execution of the work, etc. The Contractor shall be obliged to remake or repair them to the Contracting Party's entire satisfaction within the period reasonably established by the Contracting Party. In such cases, the guarantee term shall be extended by as many days or months from the expiration date of the original term as have elapsed between the provisional acceptance and the repair of the corresponding defect or replacement. If the Contractor fails to comply with the obligations contained herein, the Contracting Party shall do so at the Contractor's expense, using the repair fund or the guarantee that replaces it to compensate the costs incurred, if necessary.

19.3 The Contractor further guarantees that all warranties given by it in respect of work and/or supplies and/or provision of Equipment and Materials made through subcontractors, and extending beyond the Guarantee Term, shall be assigned by the Contractor to the Contracting Party.

19.4 Hidden defects shall have a special guarantee according to the provisions of the Regulatory Framework.

20) Fines

20.1 The dates and deadlines for performance and delivery detailed in the PO and/or the Contract are non-extendable for the supplier, except in the case of duly accredited force majeure. Delay in performance and delivery shall occur automatically upon expiration of the term established in the PO and/or the Contract.

20.2 In the event of unjustified delay or delay not accepted by the Contracting Party, the latter may, at its discretion, apply a fine of three percent (3%) of the unfulfilled amount in the event that it is fractionable, or of the value of the Works, if such delay implies the total disuse of the Works, in accordance with the purpose for which it was entrusted (hereinafter, the "Fine").

20.3 The Fine shall be applied for each week or fraction thereof greater than three (3) days of delay in the delivery. This is without prejudice to the exclusive right to totally or partially terminate the PO and/or the Contract for unjustified delays, or when, at its sole discretion, the Contracting Party foresees the impossibility of compliance by the Supplier. If the Fines reach twelve percent (12%) of the PO and/or the Contract, the Contracting Party may terminate the Contract for the Supplier's fault.

20.4 Payment by the Contractor of sums due under Clause 20.1 above as a Fine shall not relieve the Contracting Party of its obligations in respect of the completion of the Works, or any other obligation and liability under the PO and/or Contract. The amount of the Fine shall be deducted from any sum owed to the Contractor or that should be paid in the future due to another PO and/or Contract.

21) Limitation of Liability

21.1 The Contracting Party shall be solely liable to the Contracting Party for any loss or damage it has caused and/or contributed to cause to the Contracting Party.

21.2 The Contracting Party shall not be liable to the Contractor for loss of profit, loss of use, loss of production, loss of contracts, loss of savings or any other indirect form of loss or damage which the Contractor may suffer, even if such loss arises from a breach of the PO and/or the Contract, tort, fault or gross negligence of the Contracting Party and/or its employees or dependants. The Contracting Party shall only be responsible if the aforementioned loss or damage arises from an intentional action or omission on the part of the Contracting Party. The aforementioned limitation of liability shall extend to its shareholders, directors, managers and employees of the Contracting Party, as well as to each Affiliated Company.

21.3 In all cases, the Party claiming breach of the PO and/or the Contract or the right to be indemnified under the PO and/or the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred, is occurring or may occur.

22) Default - Termination

22.1 If, at the sole and objective discretion of the Contracting Party, the Contractor is not executing the Works in accordance with the PO and/or the Contract, or is executing them in a manner that could affect their quality and/or delivery time and/or could affect the purposes for which the work was requested, the execution deadlines and/or could affect them in any other way, the Contracting Party shall notify the Contractor requesting that it proceed to comply as agreed and/or correct the form of execution.

22.2 The Contracting Party may terminate the PO and/or the Contract due to the Contractor's fault upon the occurrence of any of the following events:

- (a) The Contractor's bankruptcy and/or insolvency and/or the appointment of a trustee and/or receiver and/or receiver manager for the administration of the Contractor's assets;
- (b) Any default by the Contractor in the performance of the PO and/or the Contract, if the Contractor has not remedied such default within fifteen (15) days from the Contracting Party's notice to the Contractor requesting the Contractor to perform as agreed;
- (c) When the Contractor does not complete the Works or parts thereof within the period or periods established in the PO and/or the Contract;
- (d) When its defaults cause it to exceed the limit of fines provided for in the PO and/or the Contract;
- (e) When the rights and/or obligations derived from the PO and/or the Contract are transferred and/or the execution of the Works or part of it is subcontracted without the consent of the Contracting Party.
- (f) For fraud or fraudulent breach of its obligations;
- (g) For unjustified suspension of the works for a period of five (5) calendar days or for intervals of two (2) calendar days, more than three times in the total period of execution of the Works.

22.3 Termination of the PO and/or the Contract for any of these events shall entitle the Contracting Party, without prejudice to any other right or power vested in it under the PO and/or the Contract, to carry out the completion of the Works by its own means or through other contractors or suppliers, at the Contractor's sole cost, expense and risk.

22.4 Termination for any of the causes contemplated in this clause shall be subject to a reliable notice by the Contracting Party, and shall not take place if the Contractor, within such period of fifteen (15) calendar days from receipt of the notice, remedies the breach denounced in the notice, except in the cases provided for in paragraphs (a), (b), (e) and (f).

22.5 In the event of termination of the contractual relationship due to the Contractor's fault under the terms of Clause 22.2, the Contracting Party shall have the right to retain and use all Equipment and/or Materials on site until a new Contract is entered into with third parties to execute or complete the Works. The Contractor shall assign to the Contracting Party all contracts and/or subcontracts and/or guarantees for Equipment and/or Materials, if any, and all work in progress. The Contractor shall also take all necessary measures to ensure a complete and uneventful delivery and/or performance of the Works to the Contracting Party as a result of the termination. For this reason, the Contracting Party may execute the corresponding Guarantees in order to compensate for the damages caused.

22.6 The Contracting Party, as soon as possible after termination, shall certify the value of the Works that have been satisfactorily executed in accordance with the PO and/or the Contract. Said value is what shall be considered the amount owed to the Contractor, after deducting all previously certified extraordinary payments.

23) Indemnity - Compensation

23.1 The Contractor shall indemnify and hold harmless the Contracting Party, its shareholders, directors, officers and employees, as well as the Contracting Party's Affiliated Companies and/or the Contracting Party's Representative (the "Indemnified Persons") from and against any judicial or extrajudicial claim, of any nature or on any grounds whatsoever, brought before any court or jurisdiction, and/or litigation and/or suit and/or claim for damages, loss, interest, expenses, costs, expenses, expenses, costs, costs and expenses, including legal fees, which for any cause, reason or circumstance, may be filed or made by third parties against them, in relation to and/or based on and/or motivated by acts caused or carried out by the Contractor and/or its shareholders, directors, managers, employees, agents, Subcontractor and/or Subcontractor's personnel and related to the execution of the Works and/or parts thereof and/or in compliance with the obligations arising from the PO and/or the Contract. The Contracting Party may require the Contractor to carry out the defense of any of these claims, at the latter's cost and expense. The indemnity obligation shall cover, without limitation, claims related to tax and/or social security and/or social security debts, labor insurance, indemnities, salaries and pensions that may arise from the Contractor's obligations to its employees.

23.2 Likewise, the Contractor shall indemnify and hold harmless the Indemnified Persons from all liability with respect to any of the following events:

- (a) For loss or damage to material goods whether belonging to or supplied by the Contractor and/or the Subcontractor; or whether hired and/or leased and/or taken on loan from third parties by the Contractor and/or the Subcontractor. The aforementioned assets include, but are not limited to, the project, Equipment and Materials, recordable personal property, land and facilities, airplanes, helicopters or motor vehicles;
- (b) For loss or damage to the Work or any part thereof while in the care, custody or control of the Contractor and its Subcontractors;
- (c) For the lifting, removal, destruction, illumination or marking of any remains or debris of said property.

23.3 The Contracting Party shall indemnify and hold the Indemnified Persons harmless from and against any and all liability in respect of any claim or action for injury, sickness or death of any third party or loss or damage to any property by reason of acts or deeds in connection with the execution of the Works and/or parts thereof and/or in performance of obligations under the PO and/or the Contract.

23.4 The Contractor shall indemnify and hold the Indemnified Persons harmless from and against any and all liability for costs, damages, including penalties without limitation, losses and expenses, including attorneys' fees without limitation, and any customs duties, value added taxes or additional duties that would have been payable by the Principal as a result of the Contractor's failure to comply with the applicable Customs Regulations, whether in terms of form or time, or for the Contractor's failure to comply with any other obligation of the Contractor under the PO and/or the Contract.

23.5 In order to guarantee the effective indemnity detailed in the previous clauses, in the event that one or more workers and/or former workers and/or of the Contractor and/or Subcontractor should initiate an administrative or judicial claim against the Contracting Party, its shareholders, directors, managers and employees, as well as the affiliated companies and/or companies in which the Contracting Party has an interest and/or the Contracting Party's Representative, invoking their joint and several liability for breach of labor, civil and/or social security obligations related to the services rendered in connection with the performance of the works or services contracted, the Contractor, at the request of the Contracting Party, shall furnish a guarantee in addition to those provided for in Clause 10, to the entire satisfaction of the Contracting Party. Said guarantee shall consist of a bond, real surety, pledge and/or mortgage, without implying limiting other types of measures aimed at this purpose. When the Contracting Party becomes aware of the initiation of a claim, the Contracting Party shall reliably notify the Contractor so that, within ten

(10) days of notification, the Contractor constitutes the aforementioned guarantee. The guarantee shall be maintained until the claim is definitively extinguished and ceases completely for the Contracting Party and other persons identified at the beginning of this paragraph. The amount of the guarantee may not be less than the amount claimed, plus the respective interests and an additional estimate of thirty percent (30%) to respond to costs and expenses. If the ten (10) day period has elapsed without the Contractor having provided the guarantee to the satisfaction of the Contracting Party, the latter shall be entitled to withhold the sums that should have been guaranteed, either from the invoicing and/or from any other sum due to the Contractor. Said sum shall be used by the Contracting Party for the payment of an eventual judgment, including capital and accessories, costs and expenses of the proceedings, or shall be returned to the Contractor once the final judgment rejecting the claim against the Contracting Party and/or any of the persons detailed at the beginning of this paragraph has become final. The withheld amount shall not generate interest until its reimbursement is due.

24) Suspension of Works

24.1 The Contracting Party may decide to suspend the Works or part of them at its complete discretion. To this end, the Contracting Party shall notify the Contractor of its desire for them to be suspended. Said suspensions shall not globally exceed a total of one hundred eighty (180) days without including suspensions due to Force Majeure. The Contracting Party shall compensate the Contractor for any stand-by expenses which, in the opinion of the Contracting Party, the Contractor shall have duly substantiated, calculated in accordance with the provisions of the PO and/or the Contract, if specified therein, and/or by reimbursement of costs. The Contractor shall be obliged to minimize its costs during the suspension of the Works. Any suspension of the Works in accordance with this Clause shall give rise to an extension of the term of the Works for the same period as the suspension.

24.2 During the suspension, the Contractor shall comply with the instructions of the Contracting Party and shall adequately protect and provide security to the Works or any parts thereof, as the case may be, against any deterioration, loss and/or damage.

24.3 The Contractor shall be compensated according to the provisions of the PO and/or the Contract and/or according to the costs that the Contractor has reliably proven to have incurred for the work carried out to protect and provide security to the Works, to comply with the Contracting Party's instructions as provided in Clause 24.2, and for the resumption of the Works.

24.4 The Contractor shall not be entitled to receive any compensation under Clauses 24.1 and/or 24.3, nor shall it be entitled to receive any extension of time, in any of the following cases:

- (a) If the terms and conditions of the suspension are otherwise provided in the PO and/or the Contract, in which case the specific Clause of the PO and/or the Contract shall govern.

(b) If such suspension is necessary for the proper execution of the Works or for the safety of these or any of their parts due to an act, omission or non-compliance on the part of the Contractor.

24.5 The Contractor shall not be entitled to receive compensation unless it notifies the Contracting Party of its intention to make a claim in this regard. The communication shall be made within twenty-eight (28) days from the date of receipt of the Contracting Party's order to suspend the course of the work or delivery.

24.6 In the event that a suspension governed by Clause 24.1 has continued for more than one hundred and twenty (120) days, and the suspension had not been due to any of the causes specified in Clause 24.4 (b), the Contractor may request the Contracting Party's agreement to terminate the PO and/or the Contract. In the event that the Contractor fails to make such a request to the Contracting Party, and the days of suspension exceed one hundred and eighty (180) days as provided in Clause 24.1, the Contractor shall be entitled to terminate the PO and/or the Contract.

24.7 Following the Contracting Party's agreement to the Contractor's request set forth in Clause 24.6 above, the Contractor shall examine the Works that have been affected by the suspension. The Contractor shall correct any deterioration or defect or loss in the Works that may have occurred during the suspension. The Works executed by the Contractor in the correction or repair of the Works shall be compensated by the Contracting Party, according to the prices established in the PO and/or the Contract, if applicable, and/or according to the costs for which the Contractor has reliably accredited have incurred. The Contractor shall not be entitled to be compensated for the correction of any deterioration, defect or loss caused by its workmanship and/or the use of defective materials and/or due to the Contractor's failure to take the measures specified in Clause 24.2.

25) Force Majeure

25.1 Force Majeure shall be governed with respect to the PO and/or the Contract by the provisions of Article 1730 and concordant provisions of the Argentine Civil and Commercial Code, its doctrine and jurisprudence (hereinafter referred to as "Force Majeure").

25.2 Neither Party shall be considered in default or in violation of its obligations under the PO and/or the Contract to the extent that such obligations are prevented by any Force Majeure circumstance that has arisen after the date of the PO and/or contract.

25.3 In the event of Force Majeure, the Party affected by such event shall be excused from performing its obligations during the persistence of such event. However, this suspension in the fulfillment of its obligations shall be strictly adjusted to the extent and timing of the Force Majeure event. The Party concerned undertakes to make every effort to comply with its obligations as soon as possible.

25.4 If the Force Majeure event has caused a delay in the execution of the Works, the Contractor shall be entitled to an extension in the Works Program equivalent to the duration of the impact caused by the Force Majeure event if and only if the Force Majeure event and the extension in the duration of the Works have been expressly acknowledged in advance by the Contracting Party.

25.5 If the Force Majeure event has resulted in increased costs for the Contractor and such costs have not been insured as provided in the Purchase Order, the Contractor shall be entitled to request the Contracting Party to recognize the increased costs, duly substantiating such increases. This request shall be analyzed by the Contracting Party and the costs incurred shall be recognized if and only if the event of Force Majeure and the compensation for the costs of the Works have been previously recognized in the PO and/or the Contract.

25.6 In the event that either Party considers that a circumstance of Force Majeure has occurred that may affect the performance of its obligations, it shall notify the other Party within ten (10) days from the time it becomes aware of such situation. Failure to comply

with the obligation to notify shall preclude such Party from invoking the provisions of Clause 25.2.

25.7 Upon the occurrence of a Force Majeure event, the Contractor shall endeavor to continue to perform its obligations under the PO and/or the Contract to the extent reasonably possible. To this end, the Contractor shall notify the Contracting Party of the steps it proposes to take and/or suggests and/or offers to take. Alternatives may include any damage mitigation measures and any reasonable alternative means to comply. The Contractor may only take such measures if so notified in writing by the Contracting Party.

25.8 If the execution of the Works has been interrupted for a continuous period of two (2) months as a consequence of a Force Majeure event, either Party shall have the right to terminate, without fault, the PO and/or the Contract, and shall give the other Party not less than fifteen (15) days' notice to that effect.

26) Assignment

26.1 The Contractor may not assign the PO and/or the Contract to any other party without the prior written approval of the Contracting Party.

26.2 The Contracting Party may assign all or part of the rights and obligations deriving from the PO and/or the Contract and the guarantees provided therein, in favor of the Affiliated Companies, and shall give prior written notice to the Contractor of such assignment. The assignment to any third party shall require the prior consent of the Contractor.

27) Conflict Resolution

27.1 Any disagreement, dispute, difference or claim between the Parties regarding the interpretation and/or scope and/or obligations of the Parties arising from the PO and/or the Contract, including any disagreement regarding any act and/or omission to act and/or decision and/or certification and/or instruction of either Party, shall be duly notified to the other Party. Once the notice is served, the matter shall be submitted to the personnel of each Party with sufficient powers for decision making. Said personnel shall meet and attempt, for a period of thirty (30) days, to resolve the conflict peacefully and in good faith. In the event that the personnel of either Party refuse to meet, the other Party may immediately submit the matter to the arbitration process.

27.2 Disputes arising from the PO and/or the Contract that cannot be resolved in accordance with the procedure set forth in Clause 27.1 above, shall be finally and exclusively resolved by the General Arbitration Court of the Buenos Aires Chamber of Commerce in accordance with the rules in force for arbitration at law, waiving any other jurisdiction that may correspond to them. In the event that it is necessary to execute the ruling of the arbitration court, the parties shall submit to the exclusive and exclusive jurisdiction of the ordinary justice of the Autonomous City of Buenos Aires.

27.3 The Party that decides to submit the dispute, controversy or claim to arbitration shall give prior notice of such intention to the other Party. The costs of the arbitration process (including attorneys' fees and costs) shall be borne in the manner determined by the arbitrators. The arbitration award shall include interest from the date of any breach or violation of the PO and/or Contract, as determined by the arbitration award, and from the date of the award until paid in full.

27.4 The execution of the PO and/or the Contract shall continue during the arbitration process. No payment due or payable to the Contracting Party shall be withheld pending the resolution of the arbitration.