

TO:

**OM TUBES & FITTINGS
INDUSTRIES**

10 BORDI BUNGLOW, 1ST
PANJARAPOLE L
(400004) Maharashtra
MUMBAI - - India

Supplier N°52633

Ph 91 22 6743 6963
Fax

Purchase Order

Purchase Order No / Date

7200013207 / 05.08.2020

Contact Person/Phone.

Claudio Casella / (54-11) 5556-6000 INT.
6382

Fax / E-mail

(54-11) 5556-6029 /
claudio.casella@arauco.com

Ship to:

Celulosa Puerto Esperanza

Please, state our Purchase Order No. in all your
Invoices and Correspondence

Terms of Payment: ANTICIPADO

Currency: United States Dollar

We sincerely appreciate the receipt of your order acknowledgment within the next 5 (five) days.

The material should be delivered in time. In case of delay. Seller must advise to the contact person the revised shipping date.

The Buyer could cancel this Purchase Order in case the new conditions were unacceptable.

In accordance with the terms and conditions of this Purchase Order, be so kind as to supply us with the following materials or services.

Item	Description	Unit	Qty	Ship Date	Unit Price	Extended Price
010	FLEJE ACERO ALLOY 825 3/16X1/2" Cod. Mat. SAP: 120269 FLEJE MATERIAL: ACERO ALLOY 825 ESPESOR: 3/16 " ANCHO: 1/2 " Strip Alloy 825 Width - 1/2" x 3/16" Thk (1-1.5 Mtr) Qty 12.00 Mtr. Quote # : Date : OM/80917/20-21 09-07-2020 NOTE: DELIVER MATERIAL QUALITY CERTIFICATE	M	12,000	28.08.2020	26,53	318,36

Total Ex-Works

318,36

Gastos de Embalaje

0,00

Total FOB

318,36

P.O. CONFIRMATION: Please send the order confirmation by fax (54-11) 5556-6029 or to the following e-mail: fdbaidal@araucoargentina.com to the attention of Franco Baidal

DELIVERY: By DHL Express "door to door".

Delivery Address: Gdor. V. Vergara 403 - 1° Floor - Zip Code B1638AEC - Vicente Lopez # Prov. Buenos Aires - Argentina.

DHL Account no. 964 456 842. Contact: Mr. Sara Bloj sara.bloj@dhl.com

INCOTERM: EXW Mumbai, Maharashtra, India

Purchase Order: ORIGINAL

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TERMS OF PAYMENT: 100% Advance

THIS PO IS REGULATED BY THE FOLLOWING GENERAL CONDITIONS OF PURCHASE

PREVENTION OF CRIMES

The parties reject any activity connected to bribery of either domestic foreign public official, terrorist financing, money laundering and receiving (the "Crimes").

The parties hereby agree to comply with all applicable laws and regulations related to the Crimes, especially the Foreign Corrupt Practices Act of 1977 (FCPA), USA Patriot Act, Bank Secrecy Act, Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing

Act, and Canadian Corruption of Foreign Public Official Act (the "Regulations"). The Provider recognizes that it is aware of its obligations under the Regulation.

The parties expressly state that compliance with the Regulations is a relevant condition to execute and perform this instrument.

In the event that, in connection with the performance of this instrument, any of the parties, and/or any of their representatives, owners, executives, employees or other persons acting on its behalf is sanctioned by a competent authority because of the commission

of any Crime the other party shall be entitled to immediately terminate this Agreement without prejudice to other right that such terminating party may otherwise possess

GENERAL CONDITIONS OF PURCHASE

A. PRICES

A.1 The Supplier (SP) shall state the validity of its proposal, which should not be less than 20 days. Notwithstanding the foregoing, ARAUCO ARGENTINA S. A. (AASA) shall in some cases state the minimum validity of the quotation.

A.2 Prices stated by the SP in its quotation shall be deemed firm during the validity period of the proposal. Following the expiration of said period, AASA shall confirm the prices before issuing the Purchase Order (PO). Changes in prices after the issue date of the PO shall not be accepted.

A.3 Prices shall be fixed unless otherwise expressly stated in a

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readjustment provision, in which case prices shall vary according to what is set forth in the PO. In case a readjustment provision is established, this shall be in force only until the delivery date stated in the PO. No readjustments shall be accepted as from said date.

A.4 Unless otherwise stated in the PO, prices shall include the materials and their shipping as established in said PO and shall include a suitable packing for their protection.

A.5 The SP will be able to offer a discount for advance payment pursuant to D.2. This shall be stated in the SP#s proposal together with the discount offered and the minimum payment term accepted. AASA reserves the right to accept the most convenient terms and conditions of payment at its own discretion.

B. DELIVERY

B.1 The SP shall indicate in its proposal its best delivery time, which shall be in force as from the PO date unless otherwise stated in said PO.

B.2 Should any unjustified delay in delivery occur, AASA shall automatically apply a daily penalty of 0.5% for each calendar day of delay during the first 10 days and a daily penalty of 0.2% the following days up to a maximum of 20% of the total or partial amount of the PO. In any event, AASA reserves the right to raise this penalty for certain types of hiring. A delay shall be deemed justified when notified in writing within 24 hours from the occurrence of the justified or qualified reason and shall be accepted by AASA.

B.3 The delivery site shall be stated in the PO. In case of no further instructions, the delivery site shall be the Plant mentioned in the PO. Delivery of materials shall be deemed complete only if all conditions set out in the PO have been satisfied.

B.4 The materials supplied shall be properly packed to avoid any damage. AASA shall not accept any packing charges unless previously agreed upon. Under no circumstances materials corresponding to different POs shall be packed together.

Every shipment shall be accompanied by its corresponding delivery receipt indicating quantity, name of the product, PO number, Supplier and list of pieces. Every package shall be identified on the outside with destination details and PO number, as well as handling instructions or precaution measures if necessary.

The mere reception by AASA of materials shipped or dispatched by the Supplier shall not be considered as final acceptance of said materials, which shall be subject to a later inspection. AASA is entitled to

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claim for defects and/or quality or quantity faults, etc.; and the Supplier shall take every necessary measure to satisfy said claim.

B.5 The SP shall be exclusively liable for damages against AASA or third parties arising from accidents or disasters of any nature caused by the materials and up to the delivery of said materials to AASA in accordance with the terms stated in the PO. This implies that the SP shall hold AASA harmless and indemnify it for any complaint, claim, legal action, costs, charges, and any kind of expense resulting from the damages caused by the materials before their delivery to AASA.

C. QUALITY

C.1 The materials delivered shall comply with the technical standards and/or specifications stated in the PO.

C.2 AASA reserves the right to inspect the quality of the materials, as well as part of or all the manufacturing processes and other processes before reception of the items acquired by means of the PO. To such extent, the SP shall facilitate these tasks as much as possible and shall make the necessary arrangements with the person assigned in the ad-hoc notice, if applicable. In any event, this inspection shall not release the SP from its total and exclusive liability as regards the proper manufacturing of said items. AASA shall at its own discretion be entitled to appoint a competent company or agency to perform the inspection during manufacturing and/or acceptance tests and trials.

C.3 If an On-site Inspection in the Factory is required, the SP shall serve a written notice indicating the date for the requested Inspection including the corresponding PO number, item and quantity to be inspected, considering that the estimated time to perform trials shall not exceed the agreed delivery date. In the event of a rejection of the materials during the inspection process, once the problem is solved, a new Inspection shall be requested in advance considering the timeframe stated in this section. In case of any technical failure detected in the tests and/or trials during the Inspection, the time elapsed will not be deemed a cause of force majeure nor will it grant an extension of the agreed delivery time. In turn, AASA shall serve notice to the SP indicating the starting date of the Inspection within 10 (ten) days following the reception of the corresponding request. Having said period expired and the notice not been served, it shall be understood that AASA is not performing the Inspection. Therefore, the SP shall submit the protocols of trials carried out within 3 (three) days for their approval. In case conditions to perform trials are not met upon the arrival of the Inspection personnel sent by AASA, the Inspection request

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shall be cancelled, the costs resulting from hours not worked, as well as travel and lodging expenses of the personnel hired by AASA for said purpose shall be borne by the recipient.

C.4 The SP shall send, together with its proposal, catalogs including the description and specifications of the materials or equipment offered.

C.5 The SP shall guarantee the materials in terms of any manufacturing fault, flaws in the material and/or latent defect and shall state the kind and validity period of the applicable guarantee, which shall be in force as from the date of reception of said materials. The guarantee shall be valid at least for twelve months.

C.6 When equipment, instruments or machines for specific uses are involved, the SP shall submit, together with the materials purchased, the corresponding manuals containing specific instructions for installation, operation, maintenance and/or spare parts list if applicable. Likewise, if required, the SP shall deliver the materials with their corresponding SAFETY DATA SHEET.

C.7. Should the PO be subject to the approval of samples, the latter shall be submitted within the maximum timeframe stated for the delivery of the materials. Samples shall be expressly approved by AASA, which reserves the right to make the PO null and void in case the samples do not meet the specifications and/or conditions stated in the PO.

D. PAYMENT TERMS

D.1 The invoice and any shipping documents shall expressly state the number or numbers of POs corresponding to the materials delivered explaining if the delivery is partial or total. Invoices shall be sent to Gdor. Vergara 403 - 1er piso - Vicente López - CP 1638 Pcia. de Buenos Aires - Argentina. AASA shall be entitled to reject any invoices received after 5 (five) calendar days of their issue date.

D.2 AASA shall pay 30 (thirty) days after reception of the invoice by bank transference to the bank account declared by the SP, unless otherwise expressly stated by the PO. The payment shall be subject to the due reception of the materials before the payment date established.

D.3 Should the PO include a partial payment provision, the SP shall take out an adjustable insurance policy issued by a first rate insurance company endorsed in full favor of AASA and deliver it with the invoice. Said policy shall be returned by our Treasury Department upon receipt of the materials and against relevant documents certifying the delivery. The advance payment will be invoiced including the applicable taxes and, at the time of invoicing the balance, an Invoice shall be issued for the

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100% of the supplies accompanied by a Credit Note in the amount of the advance payment.

D.4 Should the SP invoice state payment terms different from the terms stated in the PO, the former shall be deemed not written.

D.5 Should the SP be fined with a penalty resulting from a delay in delivery or from other reason, said penalty shall be discounted from the payment of the relevant invoice. AASA shall therefore issue the relevant Debit Note.

D.6 The SP will not be able to assign or transfer any of its obligations arising from the PO, unless otherwise expressly acknowledged by AASA.

E. TERMINATION

E.1 AASA will be able to revoke the PO at any time due to the SP's failure to meet the delivery time, the quality, the specific standards and/or other conditions agreed upon in said PO.

E.2 AASA shall also be entitled to collect payment for damages resulting from the failure to meet the delivery time and/or quality and specified standards, in addition to the penalties established. The SP shall indemnify AASA for any damages caused by violation to invention patents, etc. involving the materials and/or equipment comprised in the PO.

F. PROPOSALS

F.1 The SP shall always send a written reply within the timeframe stated indicating its quotation, declination to quote, or request of extension to quote and its justification. Otherwise, AASA shall consider the removal of the SP from its Suppliers Register.

Should quotations be requested in closed envelope, the SP shall clearly include the following information on the outside: a) Quotation Request number, b) Quotation due date, c) Note reading NO ABRIR, CONTIENE COTIZACIÓN (DO NOT OPEN: QUOTATION). The proposal shall be delivered in our offices. The proposal submitted inside an envelope without said requirements or submitted by other means not expressly authorized, will be dismissed.

F.2 Should the SP not make any relevant written observations within 2 (two) business days as from the date the PO is faxed or sent via other means, said PO shall be deemed accepted in full with no right to later claims. Any observation or, notice arising from the present General Conditions shall be addressed to: Subgerencia de Compras - Gdor. Vergara 403 - 1er Piso - Vicente López - CP 1638 - Pcia. de Buenos Aires - Argentina.

F.3 Under no circumstances provisions opposite to the present General Conditions shall be accepted, except the options expressly provided for

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herein. Notwithstanding the conditions provided for, AASA reserves the right to demand those special conditions considered by AASA to be necessary according to the nature of the purchase.

G. MISCELLANEOUS

G.1 AASA advises the SP that it has adopted the Arauco Group Code of Ethics (Código de Ética del Grupo Arauco) and that this text and the Fraud Reporting Procedure (Procedimiento de Denuncia de Fraude) are available at www.arucoargentina.com and both companies represent that the compliance with said Code is particularly important for their internal organization and for business and institutional relationships maintained with third parties. Therefore, AASA invites the SP to follow the standards stated in said Code. This code also forbids AASA's employees to request a present or an invitation and expressly states that presents or invitations that clients or SPs might offer to, or receive from, certain AASA's employees should be within the acceptable limits both as regards good manners and laws against corruption. AASA requests the SP to pay due attention to these matters.

G.2 In the case of POs including on-site works, subcontracting of Works or Services, AASA General Conditions for Works and Services Agreement shall apply.

G.3 In case of failure to comply with the PO due to force majeure reasons, the affected party shall serve notice to the other party immediately within a maximum of 48 hours from the event occurrence.

G.4 Should any disagreement arise as regards the interpretation, execution or fulfillment of the PO, the parties shall expressly submit themselves to the exclusive jurisdiction of the Court of Original Jurisdiction of the Ciudad Autónoma de Buenos Aires.