

STRUCTURE OF SUPPLY AGREEMENT:

1. PARTIES:

- a. SUPPLIER
- b. CUSTOMER

2. RECITALS:

- a. Supplier sells the products ("Products") described by schedule in the contract.
- b. Customer, for its production processes, requires products with similar characteristics than the Products.

3. CLAUSES:

a. CLAUSE 1: OBJECT

- i. The Supplier undertakes to supply the Customer according to the terms and conditions of the Contract.
- ii. The Customer may purchase products similar or identical to the Products from other suppliers and the Supplier may supply the Products to third parties.

b. CLAUSE 2: ANNUAL MINIMUM VOLUME

- i. Minimum number of Products that will be purchased by the Customer and supplied by the Supplier per year ("Mandatory Minimum Annual Volume").

c. CLAUSE 3: DISCOUNTS AND PENALTIES

- i. Application of a discount of (*)% on the price of each unit of Product and that will be applied for each unit of Product in excess of the Mandatory Minimum Annual Volume ordered by the Customer.
- ii. Possibility to negotiate (i) the application of a discount if the supplied Products do not reach the Mandatory Minimum Annual Volume established by the parties or (ii) the resolution of the Contract by the Customer if the Supplier has not supplied the Mandatory Minimum Annual Volume of Products.

d. CLAUSE 4: PLACING ORDERS BY THE CUSTOMER AND PRICE

- i. Time and form of the orders.

e. CLAUSE 5: CONFIRMATION OF PURCHASE ORDERS BY THE SUPPLIER.

f. CLAUSE 6: SUPPLIER'S DUTY TO DELIVER AND PAYMENT TERMS.

- i. INCOTERM regulation (DAT Customers' country).

- ii. The Supplier shall hire the transportation and insurance for the merchandise to the established place of delivery of the Products.
- iii. The risks associated with the transport and loss of the Products shall be borne by the Supplier.
- iv. The Supplier undertakes to deliver the Products in accordance with the Specifications of the Products and the quality conditions set forth by Schedule contained in the Contract (this specifications and quality condition will be unilaterally set forth by the Customer).
- v. Upon the delivery of the Products and the confirmation of acceptance by the Customer, the Supplier shall deliver the invoice to the Customer. This invoice will be paid by the Customer to the Supplier in a maximum period of (*) business days. The payment will be done according to the conditions established in the documentary credit issued in favour of (*the Supplier*)

g. CLAUSE 7: CUSTOMER'S INSPECTION OF THE PRODUCTS

- i. The Customer will have the right during (*) days to inspect the Products supplied to confirm they are of the quantity and quality requested in the Purchase Order.

h. CLAUSE 8: OBJECTION TO THE PRODUCTS SUPPLIED BY THE CUSTOMER

i. CLAUSE 9: REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER

- i. The Products fully comply with the law in force.
- ii. That is the full owner of the Products.
- iii. That the Products comply with the specifications and quality conditions establish in the Schedule (*) of the Contract.

j. CLAUSE 10: BREACH AND DEFAULT

- i. Any breach cause by the Parties that will be considered as fundamental breach of the Contract.
- ii. Procedure of termination of the Contract by one of the parties in the event of fundamental breach of the Contract.

k. CLAUSE 11: PENALTY FOR DELAY IN THE DELIVERY/QUALITY/ QUANTITY OF THE PRODUCTS

l. CLAUSE 12: IP/IT RIGHTS

m. CLAUSE 13: TERM OF THE CONTRACTE

- n. CLAUSE 14: TERMINATION OF THE CONTRACT
- o. CLAUSE 15: ASSIGNMENT
- p. CLAUSE 16: GOVERNING LAW AND JURISDICTION