

GRUPO ESTUDIOS ELÉCTRICOS STANDARD TERMS AND CONDITIONS OF SERVICE

1. **GENERAL** The following terms and conditions govern the sale and performance of all services ("Services") provided by Estudios Eléctricos S.A./ Estudios Eléctricos Chile S.A. / Electrical Studies Corp. ("Seller", "we", "us" or "our"), to you (the "Customer"). These terms and conditions along with Seller's proposal, price quote, order confirmation, change order or acknowledgment issued by Seller constitutes the final, complete and exclusive agreement ("Agreement") between you and Seller relating to the subject matter hereof. In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Seller's proposal, offer or acceptance is expressly conditioned and made in reliance on Customer's assent of this Agreement. Any additional or conflicting terms or conditions in any order, confirmation, or other document furnished by Customer at any time, which is in any way inconsistent with or in addition to the terms and conditions set forth herein, is hereby expressly rejected and not binding on Seller unless separately signed by Seller. Seller's failure to object to Customer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement, and Customer's acceptance of delivery of any Services constitutes Customer's acceptance of these terms and conditions.

2. **PRICE** The prices applicable to the Services shall be as quoted by Seller to Customer and are subject to change¹. Unless otherwise specified, prices quoted for Services are in US Dollars. Stenographic and clerical errors are subject to correction. A quotation is not a contractual offer and any order resulting from a quotation is subject to approval and acceptance by Seller. Prices listed or quoted do not include any present or future sales, use, excise or similar taxes, duties or other governmental charges, which will be added where applicable and paid for by Customer, unless you provide us with a tax exemption certificate acceptable to the appropriate taxing authorities and presented at or before the time of purchase. No sales tax refunds will be given at any time for any reason. Any taxes paid by Seller on Customer's behalf shall be reimbursed by Customer upon demand.

In addition, the prices quoted do not include any expenses related to working Visas required to access the Client's facilities, except for the following countries: Argentina; Chile; Perú and Colombia.

Regarding the Economic Offer, it shall be valid for thirty (30) days as of submitted. However, it may be adjusted upon the Client's request. The term herein mentioned shall be checked in the corresponding Economic Offer.

3. **PURCHASE ORDER PROCESS** In the absence of a proposal from Seller, Customer may place orders for requested Services by submitting one or more purchase orders to Seller. Each such purchase order is intended for convenience only and shall state the description of Services being ordered and the requested performance dates for such Services. In no event shall any terms

and conditions set forth on a purchase order submitted by Customer other than the terms and conditions set forth herein, including, without limitation, any preprinted terms and conditions of Customer, be binding on Seller. In addition, no purchase order shall be binding on Seller until Seller has accepted such purchase order by written acknowledgement or by delivery of the Services applicable to such purchase order. Orders for the purchase of Services when made by the Customer shall be considered irrevocable for such Customer.

In case any Additional charges are to be applied for reasons beyond the Seller's control, the prices shall be the ones quoted, in the currency therein stated.

4. **CHANGES TO ORDERS** Unless otherwise agreed to by Seller in writing, changes in materials, supplies, labor and/or changes made at the request of Customer shall be at the expense of Customer. Changes or alterations made by Customer or made by Seller (over its recommendation against the same) shall be at Customer's sole risk and responsibility. Seller reserves the right to make changes to the provision of its Services which in its judgment do not materially change the nature or quality of the Services.

5. **CANCELLATION OF ORDERS** Due to the specialized nature of the Services, orders may not be cancelled for any reason without Seller's written consent.

In case of purchase order cancellations in which the provision of the services has already started the Client shall pay, in addition to the corresponding value for the advance of the works actually performed, a 10 % of the pending balance for the works to be performed.

In addition, in case any kind of discount having been applied to the initial offer due to a project integral award (economy of scale), which eventually failed to be performed and certified in more than an 85 %, such discount on the items already invoiced shall remain invalid. Therefore, the difference to be paid considering the face value originally quoted shall be invoiced in a retroactive way.

6. **ORDERS EXPIRATION** Should the services be postponed for more than six (6) months for reasons beyond the Seller's control, the orders shall be deemed expired and the pending services shall re-quoted.

7. **REJECTION** Customer's right to reject any Services supplied hereunder is conditioned upon Customer giving Seller a written notice of rejection setting forth the basis thereof within ten (10) days after delivery of the Services to Customer. Failure to give such notice within such time constitutes acceptance of such Services.

8. **SERVICE BILLING** Services shall be billed according to the Certifications Plan stated in the Economic Offer and accepted by the Client.

Regardless of the term stated in Section 7 herein, the Seller may not provide the following stage of the service until the previous stage is fully billed.

¹ In case any Additional charges are to be applied for reasons beyond the Seller's control, the prices shall be the ones quoted, in the currency therein stated.

In case the Seller fails to receive the Client's written approval to issue invoices for the Services provided (stating conformity number, payment status certification or similar) within the term previously mentioned; the Seller may interrupt the provision of such Services.

9. PAYMENT TERMS Unless otherwise agreed to by Seller in Seller's proposal or other writing, payment terms shall be net thirty (30) days from the date of invoice. Interest at the rate of one and one-half percent (1 1/2%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid by Customer within thirty (30) days of the due date thereof. Such interest shall be in addition to the purchase price hereunder. In the event Seller engages a collection agency or commences a legal action or suit to collect the purchase price or any part thereof, Customer shall, in addition to the full purchase price including interest, be liable for all costs and expenses of such legal action or suit (including reasonable attorney's fees).

Seller may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Seller may terminate an Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Seller may also terminate an Agreement immediately in the event of a material adverse change in Customer's financial condition, including, but not limited to, bankruptcy, insolvency or liquidation.

10. RISK OF LOSS AND SCHEDULE Services shall be performed at the location identified in the Agreement (the "Site"). Risk of loss of or damage to Customer's "Equipment" (meaning any equipment, materials, components and items of any kind for which Seller is to provide Services under the Agreement) shall remain with Customer at all times during the performance of the Services hereunder. If Customer procures or has procured property damage insurance applicable to occurrences at the Site, Customer shall obtain a waiver by the insurers of all subrogation rights against Seller. Seller's performance is contingent upon Customer timely providing Seller with such assistance, including access to the Site (if applicable) as reasonably deemed necessary by Seller to permit Seller to perform the Services provided for in an Agreement. Seller will perform the Services based on a schedule mutually agreed to by the parties, provided, however, that any performance or completion dates are estimates only. Seller shall not be liable for any loss or expense incurred by Customer or Customer's customers if Seller fails to meet any such dates.

11. LIMITED WARRANTIES; DISCLAIMERS

(a) SELLER represents and warrants that it will perform the Services in a professional and workmanlike manner and in accordance with any agreed-upon requirements to the extent any requirements were made part of an order. The "Services Warranty Period" is ninety (90) days as of the completion of the Services provided, unless otherwise stated in the Seller's quote. Within such period, should the Services fail to meet the specifications of the warranties herein defined, provided that the Client reports such non-fulfillment immediately to the Seller and in case it is confirmed that the Services fail to meet such specifications, the Seller shall be the sole responsible, at his own discretion, to provide again the Service at his own cost within a reasonable term or to reimburse the Client the proportional amount of the fees paid by the Seller under this Agreement.

The foregoing warranties are conditioned on the following: (i) no repairs, modifications or alterations have been made to the Equipment (if applicable) other than by Seller or its authorized representatives, (ii) the Customer has complied with any instructions in any specifications attached to, or incorporated in this Agreement; (iii) Customer has provided Seller with reasonable access to determine whether the Services are non-conforming and has notified Seller of the warranty claim within the Warranty Period; and (iv) Customer is not in default of any payment obligation to Seller.

(b) Seller's warranties above do not apply to services not performed by Seller and do not apply to any Equipment and/or components furnished by third parties. In addition, such warranties shall be for the sole benefit of the original customer only and are not assignable unless otherwise agreed to in writing by Seller. Seller shall not be liable for any claim if alterations have been made to any Equipment which was the subject of Services by the Customer or others without Seller's written consent. Any components furnished by third parties are warranted only to the extent of the original manufacturer's warranty to Seller and then only if such original manufacturer's warranty is assignable to Customer.

(c) THE EXPRESS WARRANTIES OF SELLER STATED IN SECTION 11(a) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN SECTION 12 BELOW. SELLER'S WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SECTION 11. No employee or representative of Seller has authority to bind Seller to any representation, affirmation or warranty not specifically included herein.

12. LIMITATION OF LIABILITY Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be liable for any type of extraordinary, exemplary, special, indirect, consequential or incidental damages of any kind, whether based in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, including, without limitation, for loss of use, revenue, profit, goodwill or opportunity, loss of production, claims arising from third party contracts, or for any other loss or cost of a similar type, even if Seller has been advised of the possibility of such damages. Seller's maximum liability under this Agreement under any theory of recovery (whether in contract, tort or otherwise), shall not exceed the aggregate purchase price for Services paid by Customer to Seller pursuant to an applicable order. Except as provided in Section 11(a) above, and subject to the limitations set forth in Sections 11 and 12 hereof, Seller shall not be liable for any claims of third parties relating to any use of the Services, and Customer will defend Seller and hold Seller harmless against all losses, liabilities, damages, claims and expenses, including, reasonable attorneys' fees arising out of or in connection with the use of the Services by Customer or Customer's employees, agents, customers, or contractors. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER WITH REGARD TO THIS AGREEMENT AND SELLER'S SALE OF SERVICES HEREUNDER. THE LIMITATIONS CONTAINED IN SECTIONS 11 AND 12 ARE A FUNDAMENTAL PART OF THE BASIS OF SELLER'S BARGAIN HEREUNDER, AND

SELLER WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

Neither of the parties involved in the project (service development) has financial liabilities with the other party regarding claims related to, derived from or resulting from the project, damages, accidents or any other event.

affected or impaired and shall remain in full force and effect.

13. INTELLECTUAL PROPERTY RIGHTS In connection with the performance of Services under an Agreement, neither party shall acquire any right, title or interest in any Background Intellectual Property rights belonging to the other, and shall not make any claim with respect thereto. For purposes of this Agreement, "Background Intellectual Property" shall mean all patent rights, copyrights, know-how, trade secrets, and other confidential information, and any other forms of legally prosecutable intellectual property rights belonging to either Seller or Customer, respectively, and existing on the effective date of an Agreement. Unless expressly stated otherwise in the Agreement, Seller will retain all right, title and interest in and to all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, designs, tools, trade secrets and know-how and any modifications, improvements or derivative works of the foregoing resulting from or used in the providing of the Services, excluding only any Background Intellectual Property shared by Customer to Seller in connection with the provision of the Services.

14. CONFIDENTIALITY Seller and Customer shall maintain as confidential any technical information contained in plans, drawings, specifications, photographs as well as pricing, labor rates and project estimates and other documents disclosed or furnished by the disclosing party in connection with the sale and provision of Services hereunder which is identified by the disclosing party as confidential and proprietary information of the disclosing party. In the absence of express prior written consent of the disclosing party, the receiving party shall hold all such confidential and proprietary information in confidence and may not sell or dispose of any portion thereof

15. NOTICES Notices shall be served by means of postal mail sent to the Seller's address or by electronic mail sent to the contacts mentioned in the quote or to any other electronic address that may have been previously informed in writing to the other party.

16. NOT TRANSFERABLE This Agreement is not transferable or assignable by Customer either directly or by operation of law without the prior written consent of Seller.

17. HEADINGS Paragraph headings are for convenience only and shall not be construed to define or limit the operative provisions of this Agreement.

18. AMENDMENTS No amendment, change to or modification of this Agreement, or any schedules or attachments hereto, shall be valid unless the same shall be in writing and signed by the party or parties to be charged therewith.

19. APPLICABLE LAW The rights and obligations of the parties shall be governed by the law applicable in Argentina/Chile/Nueva York as appropriate the country or state. In the event any provision or provisions herein, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be