

## **1- GENERAL**

**Black Belt Inspections** (hereinafter **BBI**) provides services in accordance with the following Service Conditions, subject to exceptions to be specified in writing. In cases where the law of the place where agreements or contracts are signed excludes any of these conditions, local law shall prevail, with such differences to be specified in writing.

These Service Conditions are available on the website [www.blackbeltinspection.com.ar](http://www.blackbeltinspection.com.ar) on request or may be sent by email.

**BBI** may provide its services to persons or entities (private, public or governmental) issuing instructions (hereinafter the "Customer").

**BBI** may provide a report and/or inspection certificate to a third party when authorised by the Customer or, at its sole discretion, where such provision is implicitly related to commercial usage, general usage or generally accepted practice.

## **2- SERVICE PROVISION**

**BBI** is dedicated to control and certification services carrying out the following activities:

- Inspection of suitability of means of transport;
- Inspection of quantity and quality of the goods loaded or discharged;
- Inspection of storage facilities;
- Sampling;
- Analysis of samples in third party laboratories.

**BBI** will provide services in accordance with:

- Instructions specified by the Customer and accepted by **BBI**;
- Own procedures and instructions;
- Commercial habits, usage or practice;
- Any method considered appropriate from technical, operational and/or financial perspective.
- GAFTA/ FOSFA Superintendent Code.
- GAFTA Superintendent Standard.
- SENASA and other applicable authorities.

All work orders or nominations for the provision of services must be accompanied by the necessary information, specifications and instructions to enable **BBI** to evaluate them and/or perform the necessary services.

**BBI** will issue inspection reports and/or certificates according to the documentary instructions supplied by the Customer.

**BBI** has no obligation to refer or to report facts or circumstances not included on the specific instructions or parameters requested.

**BBI** shall be entitled to delegate all or part of the provision of the services included in the contract to a competent representative or subcontractor who complies with the requirements established by **BBI** for subcontracting of services and in line with GAFTA/FOSFA guidelines.

**BBI** will inform the Customer its intentions of subcontracting any part of the inspection. The responsibility for assessing the conformity of the product inspected will always be **BBI's**.

**BBI** undertakes to ensure confidentiality, impartiality and objectivity in the performance of its inspection activities.

**BBI** undertakes to treat all information relating to the inspection work with absolute confidentiality. The content of reports and/or certificates is considered the property of the Customer and will be treated as confidential, unless required by health authority, accreditation/certification body, legal order which must be notified, or by express authorisation of the Customer. The information about the Customer, obtained from sources other than the Customer (e.g. a person who makes a complaint, from regulatory authorities) shall be treated as confidential information.

Where **BBI** is required by law to disclose confidential information or where is authorised by contractual commitments, the Customer will be notified of the information provided, unless prohibited by law.

The Customer agrees that **BBI**, when providing the services, does not replace the Customer or any third party or relieve them of their obligations, nor does it assume, abridge, arrogate or purport to relieve the Customer of any duty owed by the Customer to any third party or by any third party to the Customer.

All samples will be kept for a minimum of 3 months. After that period of time, **BBI** will no longer be responsible for such samples. In case the Customer requires that the samples are retained for a longer period of time, this must be requested by the Customer. **BBI** will inform the client for acceptance if this extended retention represents an extra cost.

In case the client requests that samples are delivered to the client after the period of 3 months, the costs of handling and transport will be paid by the client.

### **3- CLIENTS OBLIGATIONS**

The customer must:

- Send to **BBI** the necessary instructions and sufficient information in time so **BBI** can effectively perform the inspection services.
- make available to **BBI** personnel any access necessary for the requested services to be performed effectively;

- take the necessary steps to remove or remedy any impediment or interruption during the provision of the requested services;
- verify that all necessary measures are taken for the safety of working conditions, sites and facilities during the execution of the services;
- Inform in advance of any actual or potential hazards or risks associated with the services to be provided (irradiation, toxic materials, explosives, environmental contamination, etc.).
- Inform the decision rules for the acceptance of conformity taking into account the uncertainty of the measurements.

#### **4- PAYMENTS AND FEES**

The Customer agrees to pay to **BBI** all expenses inherent to the collection of the invoice, including any taxes and fees that may arise from the provision of the services and other related costs.

In the event of any problem or unexpected expense arising during the provision of any of the services listed in the contract, **BBI** shall have the right to charge additional fees to cover the additional time and costs necessarily incurred in providing the services.

If **BBI** is unable to perform all or any part of the services due to a cause beyond **BBI**'s reasonable control, including the failure of the Customer to perform any of its obligations set out in the "Customer's Obligations", **BBI** shall be entitled to payment of:

- all actual expenses incurred presenting the appropriate receipts,
- A percentage of the agreed fee/rate equal to the proportion of the service actually performed.

The Client shall not withhold or defer payment of any sum due to the Company on the ground of any litigation, counterclaim, or set-off which he may assert against **BBI**.

In the event of non-payment or late payment, **BBI** may bring any action it deems appropriate in defence of its interests before the jurisdiction that in its opinion may be competent. The client will be responsible for all the expenses inherent to the collection of the amounts owed, in which the company could incur, including the fees of lawyers, experts, and legal costs, among others.

In the event that during the provision of the services an unforeseen event arises or any disbursement has to be made as a result of any unforeseen expense, **BBI** will do its best to inform the client. In any case, **BBI** will have the right and is authorised from this moment to collect those amounts corresponding to the complementary remuneration that is necessary to cover the additional time and expenses that may have been incurred to perform the contracted services.

## **5- RESPONSIBILITIES AND COMPENSATIONS**

**BBI** undertakes to perform the contracted services with due care and qualifications needed. Also accepts liability only in cases where such care has not been exercised or such qualifications have not been met.

**BBI** shall not be liable for any failure to perform services arising directly from an event beyond the reasonable control of the Company including the Customer's failure to comply with any of its obligations under these "Service Conditions".

**BBI's** liability in respect of any claim for loss, damage or expense of any nature whatsoever, howsoever arising, in connection with any breach of contract and/or any failure from **BBI** to exercise due care and skill, shall in no circumstances exceed a total amount equal to 10 (ten) times the sum of the fees/rate for the specific service requested not exceeding in any circumstances USD 10,000 (ten thousand US dollars).

**BBI** shall have no liability whatsoever in respect of any claim for indirect or consequential damages, including loss of profits and/or loss of future business and/or loss of production and/or cancellation of contracts celebrated by the Client.

**BBI** does not act as an insurance company or guarantor and, therefore, disclaims any such liability. Customers expecting a guarantee against loss or damage should obtain adequate insurance for it.

**BBI** has available on request the procedure **SGC-P-03 - Claims Management**.

## **6- LAW AND JURISDICTION**

Any dispute in relation to the Services and in relation to any matter covered by these Service Conditions shall be submitted to the exclusive jurisdiction of the courts of Buenos Aires and shall be governed by Argentine law.

## **7- OTHER MATTERS**

No modification, amendment or exemption of any of these Service Conditions shall have any effect unless made in writing and signed by the Managing Partner of **BBI**.

**BBI** has Zero Tolerance for acts of corruption, fraud and bribery. All personnel acting on behalf of the company are required to act honestly, transparently, ethically and impartially. In the event of any illegal solicitation and/or acceptance of benefits, we request that you notify us so that we may take appropriate action by contacting [info@blackbeltinspeccion.com.ar](mailto:info@blackbeltinspeccion.com.ar).