

GENERAL TERMS & CONDITIONS

This General Terms & Conditions (hereinafter "the General Term") state the general conditions of use of services offered by **NATEN S.R.L.** (Hereinafter "NATEN") with its principal business address at Av. Dr. Luis Alberto de Herrera 1248, World Trade Center, Montevideo, Uruguay, and its affiliated entities ("Affiliates"), duly qualified in the respective Terms of Service ("Services").

NATEN, the Affiliates and the SELLER are hereinafter severally referred to as "Party" or hereinafter jointly referred to as "Parties". This General Term shall be supplemented by commercial proposals related to the individualization and description of the Services that the SELLER shall contract with NATEN and its Affiliates (hereinafter referred to as "Term of Service" and, when together with the General Term, the "Terms").

THE ACCEPTANCE OF THIS GENERAL TERM AND OF ITS TERMS OF SERVICE IS ABSOLUTELY INDISPENSABLE TO THE USE OF THE SERVICES.

ARTICLE 1. OBJECT.

The purpose of this General Term is to establish the terms and conditions under which NATEN will provide SELLER the following services: a) facilitate the connection of SELLER with different e-commerce platforms in Uruguay, Brazil, Argentina, Peru, Colombia, Chile, and Mexico and, principally b) provision of specialized logistics services for planning, preparation of cargo, import, export, storage, international and domestic shipments, domestic logistics, determination of customs duties, tax rates, air and airport costs, customs clearance, embarkation and disembarkation, handling of payments and declarations, parcel tracking, local customer service, and reverse logistics, to deliver the Products to the Clients of such e-commerce platforms.

This General Term applies to the use of the services offered by NATEN and its Affiliates and contains important legal information, which will guide the contractual relationship with the SELLER and that shall be observed in conjunction with the Terms of Service, which shall bring the specifics of each Service contracted. In the event of a conflict between the General Term and the Terms of Service, the Term of Service shall prevail.

ARTICLE 2. REGISTER.

2.1. The Services offered by NATEN and its Affiliates may be contracted, upon availability and prior approval of NATEN, by individuals who, under the terms of the applicable legislation, have legal capacity to contract them, or legal entities that are regularly constituted and provided that they are legally represented, according to their organizational documents.

2.2. The SELLER shall access its account through a login and password and undertakes not to inform third parties of this data, being fully responsible for the use made of them.

2.3. The SELLER undertakes to notify NATEN immediately, and through secure means, of any unauthorized use of its account, as well as unauthorized access by third parties to it.

2.4. Except in the event of NATEN's express authorization to the contrary, the SELLER may not, under any circumstances, sell, rent, or otherwise transfer ownership of its account (including qualifications and reputation).

2.5. NATEN shall be immediately notified, through a secure medium, and when applicable, of any significant modification of corporate control that may occur with the SELLER, including, but not limited to, write-off of Registration Number, bankruptcy, recovery judicial, intervention, judicial or extrajudicial liquidation, incorporation, merger and/or spin-off.

2.6. The SELLER shall immediately inform NATEN of any changes in the information provided when registering and shall keep it up to date.

2.7. NATEN and/or its Affiliates are not responsible for correcting the data entered by the SELLER. The SELLERS guarantee and respond, in any case, civilly and criminally for the truthfulness, accuracy and authenticity of the registered data.

ARTICLE 3. CONTRACTUAL MODIFICATIONS.

3.1. The conditions set forth in the General Term and the Terms of Service may be changed at any time, and at NATEN and/or its Affiliates discretion, as applicable.

3.2. The new conditions shall become effective ten (10) days after the communication to the SELLER, via "Naten's Seller Center", the NATEN or the applicable Affiliate Website, and/or through the SELLERS registration email address.

3.3. The SELLER is solely responsible for regularly accessing the "Naten's Seller Center", the applicable NATEN or Affiliate Website, to verify the current Term and to ensure that its items may be offered through the applicable Service, and the SELLER is responsible for checking those locations and inform of any changes or notices/notifications applicable.

3.4. The continued use of a Service by the SELLER, after the entry into force of any change, shall constitute your acceptance of such changes or modifications.

4. SERVICES.

4.1. The services which are the subject matter of this Term of Service are divided into:

a) **Marketplace Services:** These are performed **directly by e-commerce platforms** that are NATEN's partners and mainly include:

i. Provide SELLER'S a fully functional ecommerce platform as a directory of its current domain (www._____.com./seller) ("the Platform"). The look and feel of the platform will be in accordance with e-commerce

- partner's guidelines and will require an express consent from the latter before deploying to production.
- ii. E-commerce platforms will select from the categories and products made available by SELLER the ones that are the most suitable for the domestic market. Once the e-commerce platforms have selected the products, SELLER will be held responsible for the availability of the said items.
 - iii. E-commerce platforms will execute the pricing strategy set by SELLER, fixing prices in accordance to the domestic market and setting discounts and special offers in collaboration with SELLER.
 - iv. E-commerce platforms will provide localized Customer Support (in Spanish or Portuguese) for all products sold by SELLER through the Platform, including support regarding a) products, b) online sales process, c) tracking & delivery status, d) product warranties and e) the reverse logistics actions and post-sales warranties provided by SELLER.
 - v. E-commerce platforms will make available different payment methods in the platform that will include at least credit and debit cards, as well as installments.
 - vi. E-commerce platforms will collect the payments resulting from the transactions taking place through the Platform and will transfer the amounts of Products, Logistics, Taxes/Duties, Payouts (global payments to sellers) and NATEN's fees set by NATEN (if applied), to NATEN within thirty (30) days from the transaction date. All funds collected by e-commerce platforms shall be transferred to NATEN to the bank account set in the SERVICES CONTRACT AGREEMENT CROSS BORDER NATEN.
 - vii. NATEN will transfer SELLER the amounts of the product purchase price informed by SELLER within thirty (30) days from the transaction date.
 - viii. SELLER will invoice the full amount to be paid for the Products and will include such invoice with the products' delivery.

b) **Logistics Services:** This are performed **directly by NATEN** and mainly include:

- i. Provide specialized logistics services for planning, preparation of cargo, import, export, storage, international and domestic shipments, domestic logistics, determination of customs duties, tax rates, air and airport costs, customs clearance, embarkation and disembarkation, handling of payments and declarations (when necessary), tracking, local customer service, and reverse logistics.
 - ii. Those services will all be provided through different national and international partners, subcontracted by NATEN.
- 4.2. NATEN provides the necessary structure so that the SELLER may offer its products through a registered website(s) of an e-commerce partner, without participating in stock control, production and quality and, therefore, it is not a supplier of any products advertised by SELLERS on the e-commerce partner's platforms.

ARTICLE 5. SELLER'S OBLIGATIONS AND WARRANTIES.

5.1. Advertised Products.

- a) The SELLER shall be responsible for submitting to NATEN, throughout NATEN's "Sellers Center", all information regarding the products that it wishes to advertise, such as, but not limited to, images, photos, characteristics, specifications, in the established format and in accordance with the rules and specifications informed by e-commerce platforms, except in the event that the product is already registered on the e-commerce platforms.
- i. When informing the product characteristics to NATEN, the SELLER shall describe them clearly, including all relevant information, where applicable, graphics, text, descriptions, photos and other information that may assist in the correct identification of the product.
 - ii. SELLER shall be responsible for the images, characteristics, and specifications of the product that they provide to NATEN.
 - iii. The registration of a product developed by the SELLER on e-commerce platforms, including but not limited to its photo and specifications, may be used by NATEN, e-commerce platforms or other Partners when there is more than one offer for the same product.
 - iv. In the case of divergent information, the SELLER shall contact NATEN in order to request changes to the product registration.
 - v. E-commerce platforms may, in its sole discretion, approve or disapprove the product registration made by the SELLER.
- b) In compliance with current Brazilian, Colombian, Peruvian, Uruguayan, Mexican, and Argentinean legislation, in addition to providing clear and conspicuous information regarding any restrictions on the purchase of the product, the SELLER shall always indicate in its advertisements the essential characteristics of the product, including risks to the health and safety of consumers, if applicable.
- c) In cases of used, partially new, repackaged, remanufactured and/or remolded products, it is essential that the SELLER provides the information verifying it is a product under these conditions, and that it may contain aesthetic details that do not compromise its functionality. Countries specifically mentioned in Annex C prohibit the commercialization of these kind of products.
- i. Furthermore, the SELLER undertakes to advertise only products that are in perfect operating order, and without any impediments impairing its functionality, including, but not limited to, issues with systems, wear and tear as a result of time and/or use, blocking passwords and missing and/or damaged parts.
- d) It shall be presumed that by providing the product characteristics to NATEN, the SELLER expresses the intention and represents that it has the right to sell the product offered, in addition to having the product available for delivery to the consumer. The SELLER expressly authorizes NATEN to share its registration information on the e-commerce platforms together with the product offered. The impossibility to fulfill this clause will be considered as a breach of contract.

- e) It is not permitted to advertise products expressly prohibited by the legislation in force for which a specific authorization by competent regulatory bodies was not granted, violating the rights of third parties, or for which the SELLER is not authorized by their tax records.
- f) It is not permitted to insert or maintain in the advertisement itself, product or delivery, any personal contact information, such as, but not limited to, phone numbers, e-mail addresses, or websites containing the aforementioned data, or advertising other means of payment other than those expressly made available on the e-commerce platforms.
- g) E-commerce platforms shall be responsible for placing the products advertised on the e-commerce platforms, according to the reasoning and commercial needs defined by e-commerce platforms Marketing team alongside with NATEN.
- h) NATEN may, in its sole discretion, refuse to include any product offers on the e-commerce platforms, as well as request confirmation from the SELLER regarding the information provided. NATEN may also edit the advertisement or request the SELLER to do so, or remove the product advertisement from the e-commerce platform, even without prior knowledge of the SELLER, whenever there is a violation of any of the provisions of the Terms & Conditions, this General Terms & Conditions or other e-commerce platform policies.
- i) The SELLER's short name, together with its logo, shall accompany the products it advertises on the e-commerce platforms, and may not be similar to the name of NATEN, the e-commerce platforms, its Affiliates, its brands and domain names or other intellectual property, nor it may use any short name that insinuates or suggests that the products/services advertised belong to or have any relationship with e-commerce platforms. Short names deemed offensive, as well as those containing any SELLER's data, any URL or e-mail address, will also be excluded.

5.2. **Price and Stock.**

- a) The SELLER shall inform NATEN of the quantity of products it wishes to sell and the price per unit, in USD (United States Dollars). The stock data shall be kept up to date by the SELLER.
- b) All applicable amounts will be expressed to the end customer in the national currency by means of conversion of amounts carried out by the e-commerce platform, under the terms of a correspondent banking General Term entered into with a partner bank to be defined at the e-commerce platform sole discretion.
- c) SELLER shall be solely responsible for determining the price of the products it offers on the NATEN's Sellers Center, and the sales installment shall follow the rules practiced by the e-commerce platform on its Websites.

5.3. **Products Sale.**

- a) The e-commerce platform shall be responsible for managing online sales, considering consumer credit analysis and for establishing payment terms as well as collecting the consumers.
- b) NATEN shall provide to the SELLER the information regarding the orders placed, whenever any purchase of the product offered by the SELLER is confirmed, including the data necessary for issuing the Invoice to the consumer, which shall be mandatorily issued by the SELLER, in accordance with the legislation in force, in the exact terms and conditions (including, but not limited to, the price) at which the purchase was made, prior to the shipping of the product, and delivered to the consumer, under penalty of disqualification for the SELLER and/or blocking of the amounts payable to the latter under this General Terms & Conditions, until the issuance of the Invoice is regularized, without prejudice to any applicable legal sanctions. The invoice must include the exact same price as the one uploaded to nocnoc's Sellers Center. In case this is not correctly fulfilled, it may incur in costs such as penalties given by customs authorities, and NATEN will be able to withhold the respective amount of funds in its sole discretion.
- c) The used, partially new, repackaged, remanufactured and/or remolded products shall be accompanied by the Invoice corresponding to the product, under penalty of disqualification of the SELLER and/or blocking of the amounts payable to the latter under this General Terms & Conditions, without prejudice to applicable legal sanctions. Countries specifically mentioned in Annex A prohibit the commercialization of these kind of products.
- d) The SELLER shall inform NATEN of any updates under its responsibility relating to the status of orders, such as, but not limited to, issuance of invoice, product delivered to carrier, delivery tracking code, order in transit between distribution centers, loss, delivery failure, order in delivery route, order delivered to NATEN, under penalty of cancellation of the respective order or any other reasonable action by NATEN or the e-commerce platform in order to correct any problems and/or complaints regarding the orders is question, in accordance with clause 7.1. of this Term of Service.
 - i. For the purpose of the above, the SELLER shall also maintain the vouchers related to the purchase and sale and delivery of goods to the end consumer, under its responsibility, for the period determined in the legislation in force.

5.4. **Delivery.**

- a) The SELLER shall ensure that the products sold on the e-commerce platform are delivered within 3 working days, from Monday to Saturday, after receiving the purchase order.
- b) The SELLER shall ensure that the products sold on the e-commerce platform observe, at the time of delivery, their respective expiration dates and are in accordance with the particulars on the packaging, labeling and all communication

material, and that they are packaged properly, without any indication of deterioration, and is required by the receipt to return those items where an irregularity is verified for replacement by products in proper conditions.

- c) SELLER must package the product and include the following:
 - i. Label: it must paste the label given at the "Nocnoc Sellers Center"
 - ii. Invoice: SELLER must provide NATEN the following data in order to NATEN provide the invoice throughout "Nocnoc Sellers Center" to be attached by SELLER:
 - i. SELLER Company name, Tax ID, Address and Country.
 - ii. CUSTOMER Name, Tax ID, Address and Country.
 - iii. Product price in USD.
 - iv. Product name.
 - v. Product description
 - iii. Warranties and condition of such warranties.

5.5. **After-sales.**

- a) The SELLER acknowledges and accepts that the products advertised on the e-commerce platforms bind it to the extent that it acts as a supplier of products, pursuant to applicable law, the compliance of which may be legally required by the consumer.
- b) The SELLER shall be responsible for effecting exchanges and/or cancellations for the sale of products that may present faults and/or defects, as well as canceling by virtue of change of opinion, always in accordance with the applicable legislation and the Terms & Conditions.
- c) The SELLER undertakes to strictly comply with the terms of the Service Level General Term, hereinafter simply referred to as SLA, as stated in SERVICES CONTRACT AGREEMENT CROSS BORDER NATEN.
- d) The e-commerce platform shall make its customer service platform available by telephone, e-mail or chat to receive and transfer the contacts related to the purchases made on the e-commerce platform Websites, and the SELLER shall use it for the contacts related to the operations carried out on the e-commerce platform Websites.
- e) If NATEN or the e-commerce platform is sued, due to failures in the provision of services attributable to the SELLER, it may withhold the amounts to be transferred to the SELLER for provisioning purposes until the respective legal action is closed.
- f) SELLER shall respect in every case all legislation and specifically Consumer Codes and Regulatory Agencies of the e-commerce platform's location. Regarding this,

SELLER shall specifically comply with warranties and post-sale Brazilian, Colombian, Peruvian, Uruguayan, Mexican, and Argentinean legislation.

5.6. Additional obligations.

- a) SELLER shall provide NATEN throughout "Sellers Center", via API or CSV, all the products offered by SELLER. The offered Products shall be only "in stock" Products.
- b) SELLER shall choose which products will offer to its clients through "Sellers Center" and ensure that the products purchased through the "Sellers Center" (the Products) are the ones delivered.
- c) SELLER shall guarantee the Products purchased through the "Sellers Center", specifically for the period stated for each Product.

ARTICLE 6. NATEN'S OBLIGATIONS AND WARRANTIES.

Regarding this General Terms & Conditions NATEN will carry out the following actions:

- a) Perform the handling, international and domestic shipping; perform domestic logistics, customs clearances, duties and landed costs; handle costs information, payments and declarations; import and perform any other activity needed to deliver to the Clients the products purchased through the e-commerce platform.
- b) Invoice the Clients the full amount paid for the Logistics Services involved in the transactions.
- c) NATEN agrees and shall perform the services in compliance with all applicable laws, rules, and regulations, in conformance with highest standard of expert care applicable in NATEN's industry and any applicable practices, guidelines and standard operating procedures. NATEN warrants that neither this General Term nor the provision of goods and services will violate any other General Term or obligation of NATEN.
- d) NATEN may subcontract part or all the services subject to this General Term, remaining notwithstanding wholly responsible for the actions and/or omissions of these independent subcontractors, and ensuring that they conform to the NATEN's operating standards and that they comply with the obligations herein.
- e) SERVICES CONTRACT AGREEMENT CROSS BORDER NATEN includes a description of the general conditions under which NATEN will provide to the Clients the delivery services for the Products sold through the Platform.

ARTICLE 7. RATES AND PAYMENT.

SELLER will establish the purchase price of the products sold through the e-commerce platform and will be entitled to receive such price minus the wire transfer cost. Wire Transfer instructions are established in SERVICES CONTRACT AGREEMENT CROSS BORDER NATEN.

The costs of the wire transfers will be supported by each party, as it may correspond.

ARTICLE 8. TERM AND TERMINATION.

8.1. This General Term will be effective as of the date it is signed by both parties and for a term of two (2) years since the day of signature. Either party may terminate this Contract without cause upon ninety (90) days written notice.

8.2. The total unavailability of the SELLER'S stock for a period exceeding 30 (thirty) consecutive days shall result in the unilateral termination of this General Terms & Conditions.

8.3. The obligations of the SELLER related to the operations carried out during the term of this General Terms & Conditions shall survive after the termination thereof including, but not limited to: (i) payment of debts of any nature due to e-commerce platforms; (ii) delivery of the products sold; (iii) exchange of defected products in the warranty period and after such period upon a determined budget; (iv) service to customers that have doubts, suggestions or complaints related to the products, delivery time, among others; (v) provision of subsidies for e-commerce platforms to raise its own defense in the legal suits related to consumer transactions established with the SELLER; (vi) payment of legal damages and legal fees arising from legal actions filed against the SELLER, against NATEN, against e-commerce platforms; or against the SELLER, NATEN and e-commerce platforms due to the transactions carried out in the e-commerce platforms websites.

8.3.1. After the termination, in order to ensure compliance with the obligations of the SELLER which survive the termination of this General Terms & Conditions, e-commerce platform and NATEN may withhold, at its sole discretion, the payment of the amounts corresponding to orders in transaction before the Customer Service which will be proportionally settled as the respective cases are resolved, as well as the amounts corresponding to the term and the average historical rate of returns of the SELLER, the settlement of which shall occur within 90 (ninety) days from the last sale made by the SELLER.

8.4. As for e-commerce platforms, its obligation to pay the amounts to be transferred to the Partner due to the trade of products survives, less the discounts provided in this General Terms & Conditions.

8.5. Expiration or termination of this General Term will not relieve the parties of any obligation accruing prior to such expiration or termination. In addition, the Sections on Payment, Termination, Warranties, Confidentiality, Indemnification, Limitation of Liability as well as any other sections that by their nature should survive, will survive expiration or termination of this General Term indefinitely, or for the period of time noted in the specific clause.

ARTICLE 9. PENALTIES.

9.1. If the SLAs in force are not fulfilled with respect to a particular order, and the SELLER does not respond to the requests of NATEN, e-commerce platforms, or Clients within the period established at Terms & Conditions, NATEN has the prerogative to cancel or take any reasonable action to remedy the problem related to such order, at the expense of the SELLER, by withholding the respective amount in the next transfer provided to the SELLER, and without prejudice to the payment of the corresponding compensation.

9.2. Without prejudice to the application of the penalties set forth in this General Terms & Conditions, if the SELLER fails to meet the service levels defined in the index of the SLA in force, NATEN may impose fines, according to the parameters established herein.

9.3. In the event of disqualification of the SELLER registration, all advertised products and/or offers available at the e-commerce platforms shall be automatically canceled. The cases for disqualification include, but are not limited to, (i) trade of products violating intellectual property rights; (ii) trade of products which are not authorized by the SELLER'S tax records; (iii) the lack of issuance of invoices for the goods traded.

ARTICLE 10. INDEMNIFICATION.

SELLER shall be liable to pay or indemnify, protect, defend and hold NATEN harmless from and against all claims, liabilities, fines, penalties, damages, costs or other sums (including reasonable attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of the terms of this Contract.

NATEN shall be liable to pay or indemnify, protect, defend and hold SELLER harmless from and against all claims, liabilities, fines, penalties, damages, costs or other sums (including reasonable attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of the terms of this General Term.

ARTICLE 11. LIMITATIONS OF LIABILITY.

Except in the event of SELLER'S and NATEN'S indemnity obligations, gross negligence, or willful misconduct, in no event shall either party be liable to the other for any consequential, indirect, special, punitive and/or incidental damages whatsoever (including, to the extent they constitute consequential, indirect, special, punitive and/or incidental damages, loss of profits, loss of data, and business interruption), even if such party has been advised of the possibility of such potential loss or damage.

ARTICLE 12. CONFIDENTIALITY AND WORK PRODUCT.

The Parties will maintain in strict confidence (and ensure that any party Personnel maintain in strict confidence) all information, data, documents, methodologies, materials, software, computer programs, trade secrets, manuals, analyses, forms, techniques, research, reports, modifications, improvements, procedures, inventions, personnel records, and price lists obtained by or revealed to the other Party during, or because of, the Services (the "Confidential Information").

Neither party shall divulge to any third party any information regarding the nature, charges, volume, identity of or terms of business with customers or suppliers or any other information regarding the Services carried out and shipments handled pursuant to this General Term except for those of its third parties who have a legitimate "need to know" the transportation costs and shipment performance data, and who have agreed to be bound to terms no less restrictive than those in this General Term.

The Parties and any Parties Personnel shall not reveal, publish or otherwise disclose any Confidential Information to any third party without the other Party prior written consent, except to the extent that: (a) was publicly known at the time of Disclosing Party's communication thereof to the Receiving Party; (b) Becomes publicly known through no fault of the Receiving Party subsequent to the time of Disclosing Party's communication thereof to the Receiving Party; (c) Was in Receiving Party's possession free of any obligation of confidence at the time of Disclosing Party's communication thereof to the Receiving Party; (d) Is developed by the Receiving Party independently of and without reference to any of Disclosing Party's Confidential Information or other information that Disclosing Party disclosed in confidence to any third party; e) Is rightfully obtained by the Receiving Party from third parties authorized to make such disclosure without restriction; (f) Is identified by the Disclosing Party as no longer proprietary or confidential; or (g) is required to be disclosed pursuant to a Court order or arbitration proceeding conducted in accordance with this General Term; or (h) is required to be disclosed pursuant to a requirement of any governmental authority or any statute, rule or regulation, provided that such Party gives the disclosing party notice of such requirement prior to any such disclosure.

All Confidential Information is and shall be the exclusive property of the Disclosing Party, as the case may be. Upon completion of the Services or termination of this General Term, each Party agrees to immediately return to the other Party all originals and all copies of all Confidential Information (including, but not limited to, materials in written, recorded, or electronic format) that are in each Party's possession or control. Either Party shall not disclose the terms of this General Term, without the other Party's written permission, which shall not unreasonably be withheld. For the avoidance of doubt, the Parties agree that the term Confidential Information shall include data and information disclosed in connection with potential services hereunder shall be subject to this General Term's confidentiality provisions for a period of two (2) years from the time of disclosure.

ARTICLE 13. INDEPENDENT RELATIONSHIP.

The Parties hereto are independent contractors, and nothing contained in this General Term shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers.

NATEN shall exercise NATEN's own professional judgment, and SELLER shall not control the way NATEN performs NATEN's duties. SELLER shall not provide any insurance (including, but not limited to, medical, dental, disability, liability, property, worker's compensation or unemployment insurance) or benefits (including, but not limited to, overtime payments, pensions, vacation time, or profit-sharing) for NATEN or any NATEN's Personnel.

SELLER shall exercise SELLER'S own professional judgment, and NATEN shall not control the way SELLER performs SELLER'S duties. NATEN shall not provide any insurance (including, but not limited to, medical, dental, disability, liability, property, worker's compensation or unemployment insurance) or benefits (including, but not limited to, overtime payments, pensions, vacation time, or profit-sharing) for SELLER or any SELLER'S Personnel.

ARTICLE 14. FORCE MAJEURE.

In the event either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, inability to procure materials or services, lack or failure of public transportation facilities, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, war, terrorism or acts of public enemies, blockage or embargo, Acts of God, holiday closings, inclement weather, epidemic, fire or other reason or cause beyond that party's control, then performance of such act (except for the payment of money owed) shall be excused for the period of such delay.

A party may claim relief if such circumstances exist as to its subcontractor and the delay in performance of the subcontractor will cause or contribute to a delay in performance by the party. The party claiming relief under this provision shall notify the other of the circumstances giving rise to its application, provide an estimate of the impact on its performance, and take reasonable steps to remove or mitigate the impediment.

ARTICLE 15. NOTICES.

Any notice required or given by either party hereunder shall be in writing and shall be sent to the following addresses:

If to SELLER	If to NATEN:
SELLER	NATEN.
Attention:	Attention
Adress	Address

ARTICLE 16. MISCELLANEOUS.

16.1. Neither Party may assign this General Term without the prior written consent of the other Party.

16.2. This General Term shall be governed by the laws of Uruguay, except as to its conflicts of law provisions.

16.3. The waiver of a breach of this General Term shall not operate as a waiver of any subsequent breach. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

16.4. Any modifications to this General Term must be in writing and signed by both parties.

16.5. Sections 9, 10, 11, 12, 13, and 14 shall survive the termination or completion of this Contract.

16.6. This General Term contains the entire understanding of the parties and supersedes all prior General Terms, written or oral.

16.7. This General Term may be executed in any number of counterparts, each of which when executed and delivered, shall constitute an original, but all of which together shall constitute one General Term binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

16.8. Transmission by fax or by electronic mail of an executed counterpart of this General Term to the email addresses stated herein below shall be deemed to constitute due and sufficient delivery of such counterpart.

16.9. This General Term, and any amendment or modification thereto, may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

16.10. Dispute Resolution: The parties declare their firm intention to resolve in a friendly manner and based on good faith negotiations all divergences that may arise between them in relation to this General Terms & Conditions.

16.11. Governing Law and Competent Courts: These Contract shall be construed and enforced in accordance with the laws of the Eastern Republic of Uruguay. For all purposes arising from this contract, the parties constitute special domiciles in those declared theirs, declaring the parties to submit expressly to the jurisdiction of the Montevideo Courts.

ANNEX A
Re-furbished Products

- Argentina