



# YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

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# YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

## 1 CONTENT

### 1. Purpose

YPF General Purchase and Contracting Conditions (hereinafter referred to as "General Conditions") are intended to regulate the relationship between YPF and its Suppliers/Contractors regarding the purchase of goods and the procurement of works and/or services.

These General Conditions are part of the contractual purchase or contracting documents and shall be sent by YPF together with the Request for Proposal.

By submitting its Proposal, the Supplier/Contractor acknowledges and accepts these General Conditions.

The General Conditions are published in the web page: [www.ypf.com](http://www.ypf.com)

## 2. Validity and precedence of contractual documentation

**2.1** The General Conditions establish the bases for the Purchase of goods and/or the Contracting of works and/or services, and shall be applicable with respect to all those terms not expressly regulated in the Special Conditions.

**2.2** All the documents listed in this section supplement each other, so that the provisions set forth mentioned in all of them govern the relationship between the parties and, in case of any contradiction or discrepancy between the documents of one Order/Contract or Specification, the special conditions shall prevail over the general conditions, the order of precedence or priority being as follows:

- 1°- Possible amendments to the Order/Contract, expressly agreed in writing and subsequent to its date of issue.
- 2°- Order/Contract and the documents annexed thereto.
- 3°- Amendments to Special Conditions.
- 4°- Special Conditions.
- 5°- Amendments to Technical Specifications.
- 6°- Requested Technical Specifications.
- 7°- Amendments to General Purchase and Contracting Conditions.
- 8°- General Purchase and Contracting Conditions.
- 9°- Written clarifications drawn up by Supplier/Contractor subsequent to its proposal and explicitly accepted by YPF.
- 10°- Proposal or Offer by the Supplier/Contractor.
- 11°- Request for Proposal.

**2.3** No exceptions to these General Conditions or other general Supplier/Contractor conditions of sale shall be accepted, under any name, other than those established in this document, unless otherwise expressly accepted, totally or partially, and in written form by YPF. The exceptions to be agreed upon in this way shall only be applicable to the Order/Contract in relation to which they were agreed upon, and shall not be extended to other Orders/Contracts.



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**2.4** Any conditions and specifications included by the Supplier/Contractor in its proposal, delivery notes, invoices or other documents exchanged between the parties shall, when in conflict with the conditions expressly established in the Order/Contract and in these General Conditions be null and void.

**2.5** The Contracts for the supply of works and/or services shall remain in force during the execution of the works, subject matter of such contracts, in accordance with the provisions of the contractual documentation. If an expiration date was agreed previously, notwithstanding such works, the Contract shall be deemed tacitly extended to successive monthly periods, unless upon a minimum thirty-day written notice by either of the parties prior to the expiration date or to any of the extensions. However, in any of these events, the contractual documentation attached to the Order/Contract shall indicate the clauses that shall apply with regard to compliance with execution deadlines and extensions thereto, notwithstanding the exercise by YPF of its contractual powers (e.g. the application of fines for delays, termination due to breach) which shall not be affected by the extension. Additionally, the Supplier/Contractor shall be sole and fully liable for delays in the completion of works and consequent damage and loss, with no possibility of interpreting extensions as a release of liability.

### **3. Supplier/Contractor Obligations and Liabilities.**

**3.1** The Supplier/Contractor undertakes to carry out the works and/or perform services and/or the supply of goods pursuant to the provisions of the Order/Contract and annexes thereto and to comply with all obligations of technical (skills, trades, specialties), administrative, tax, employment, social-security and legal nature applicable to the contractual relationship.

**3.2** The Supplier/Contractor shall submit all technical and legal documentation that may be required by YPF in documents attached or applicable to the Order/Contract, both in due time and quantity, as well as any other necessary information for the supply of goods and/or services to comply with the current regulations that may be applicable.

**3.3** The Supplier/Contractor, when required by YPF, shall provide documentary evidence of its compliance with the obligations referred to in previous sections and, submit at least, the documentation described for each stage in accordance with Annex VII. The failure to submit such supporting documentation or the incomplete submittal shall constitute a serious breach of obligations.

**3.4** Based on the nature of the Order/Contract, the Supplier/Contractor shall appoint one or more Managers within its organization in relation to any matters arising from the execution of the works and services and/or the supply of goods, as established in the Special Conditions of the Order/Contract, and shall inform such appointment to the relevant YPF Coordinator.

**3.5** The Supplier/Contractor and/or Subcontractor shall hold YPF harmless from and against all liability for any employees' and/or third parties death, illness or injury of, and damages caused by its employees and/or vehicles and/or machinery and/or any other item owned by it or under its custody, arising as a result of the works, services or supplies described in the Order/Contract, and from any claim, suit or action arising as a consequence of the foregoing, and which results from an action or omission on the part of the Supplier/Contractor and/or Subcontractor in the performance



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of the Order/Contract obligations, including legal fees and expenses, without limitation of liability by the underwritten insurances.

**3.6** The Supplier/Contractor shall immediately inform YPF about termination of employment of any of the members of its staff, produced during the term of the Order/Contract, specifying the cause of such termination.

**3.7** The Supplier/Contractor shall be solely responsible and undertakes to comply with all national, provincial and municipal rules, as well as with the international laws and regulations that may be applicable to the Order/Contract.

**3.8** In addition, the Supplier/Contractor, as employer, is in charge of the payment of all the labor and tax obligations, employer contributions and social security obligations, including without limitations, salaries, social charges and eventual severance payments of the employees, as well as the remaining compensations applicable by law, and the Supplier/Contractor undertakes to hold YPF harmless for any contingency on such grounds, even after the completion of the contractual relationship, for any reason.

**3.9** YPF may deduct from any unpaid invoices to the Supplier/Contractor, those penalties and/or fines for breach of any of the contractual obligations and/or existing rules of any kind. Likewise, for the amounts corresponding to costs incurred by YPF for tasks not performed by the Supplier/Contractor, including but not limited to the cleaning of work areas, replacement of tools, machinery and other equipment transferred for performing the job and returned in an unsatisfactory condition, and any possible debts due to lack of payment for the use of the facilities, temporary use of land and any other debt the Supplier/Contractor owes to YPF.

**3.10** YPF may withhold from any amount to be paid or may claim to the Supplier/Contractor, any sum claimed to YPF for failure by the Supplier/Contractor to comply with the labor and/or social security and/or tax legislation, including but not limited to claims based on labor several liability and any other that might be claimed to YPF under laws or regulations.

These possible deductions shall be totally independent of the Guarantees provided by the Supplier/Contractor referred to in section 11 of these General Conditions.

**3.11** The Supplier/Contractor shall prove its affiliation with an Occupational Risk Insurer [Spanish acronym: "ART"] to the satisfaction of YPF, covering all personnel affected to the fulfillment of the Order/Contract, with said coverage necessarily remaining in full force and effect during the term of the Order/Contract. The Supplier/Contractor also undertakes to make to the Occupational Risk Insurer, in due time and proper form, the contributions corresponding to the occupational risks coverage in accordance with the provisions of Act No. 25,013 of Work Contract - Labor Reform. [*Ley de Contrato de Trabajo – Reforma Laboral*].

The Supplier/Contractor shall make available, when so required by YPF, written evidence confirming the timely payment of contributions to the Occupational Risk Insurer or reliable written evidence of the resolution authorizing it to self-insure.

The policies of the A.R.T. shall include a clause waiving action for recovery against YPF.

**3.12** The Supplier/Contractor shall submit to each one of the workers who provide services related to the Order/Contract and, on a monthly basis, the tax or employment identification number (CUIL number), the proof of payment of remunerations, evidence of contributions to the social security system and a bank account opened in the name of worker, as well as all the documentation required in Annex VII and according to the procedure indicated therein.



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**3.13** The Supplier/Contractor undertakes to hold YPF harmless for all claims of any nature that may be brought against YPF by the Supplier or Contractor's workers, legal heirs and successors and/or any of the union or medical assistance entities in charge of collecting any social security payments or taxes based on the existence, implementation or termination of labor relations that may be claimed with the Supplier/Contractor, and/or based upon a supposed several liability or relationship of any kind between the Supplier/Contractor and YPF. The Supplier/Contractor undertakes to pay YPF, within a 15 days notice, all sums which YPF may have to pay, including but not limited to the fees and expenses of legal advisors, interest, experts and other consultants fees as a consequence of claims, trials or legal actions, or for any other cause arising from the Order/Contract.

**3.14** The Supplier/Contractor undertakes to require that its contractors or subcontractors comply with Act 24,557 on Occupational Risks [*Ley de Riesgos del Trabajo*], and shall be held liable for the payment of the relevant contributions by its contractors and/or subcontractors.

**3.15** The Supplier/Contractor shall accept and comply with the YPF Code of Ethics and Conduct in everything that may be applicable under the Order/Contract. You may access it in the YPF's web page or by requesting it at the time of signing the Order/Contract.

**3.16** The Supplier/Contractor shall comply with all Environmental, Social Security and Health provisions that may be in force and are therefore applicable to the Order/Contract and, in any case, those provisions established in the YPF internal rules and practice, which shall be informed to the Supplier/Contractor in the purchase or contracting process, and which shall be acknowledged and accepted by them. The Supplier/Contractor and/or Subcontractors shall hold YPF and all its officers and employees harmless for any claim resulting from a failure to comply with the regulations before mentioned.

**3.17** The Supplier/Contractor shall be liable and shall indemnify YPF, at any time, for any and all losses, damages or liability of any kind which the latter may have incurred, whether director indirectly, for or in relation to the compliance with or breach of obligations relating to the Order/Contract by the Supplier/Contractor or its personnel, including but not limited to:

1. Any loss, damage or liability arising from a claim brought by a third party on the grounds of loss or damage sustained by the person or property thereof, whether direct or indirectly, for or in relation to the rendering of services or the fulfillment of obligations by the Supplier/Contractor or Personnel; or

2. Any claim brought by the personnel or by any public entity, union organization and/or social-security department, other applicable authorities or third parties, due to the failure of the Supplier/Contractor to meet its legal obligations as an employer.

Indemnity granted in accordance herewith is an ongoing obligation and is separate from the Supplier/Contractor's other obligations, and:

- (i) shall continue in force and effect after completion of the Order/Contract;

- (ii) shall not expire following a partial payment;

- (iii) may be claimed even prior to the incurring of a cost or the making of any payment under the Order/Contract.

**3.18** The Supplier/Contractor acknowledges that YPF has the right, in case of breach of contract or risk of breach by the Supplier/Contractor and prior notice to remedy said breach, within a period of no less than 7 (seven) calendar days, to withhold in part or in whole, according to its reasonable judgment, certifications and/or payments accrued and or to be accrued for the purchase and/or contracting which was the subject matter of the relevant specifications. The withholding of payment



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shall not accrue interest in favor of the Supplier/Contractor, nor grant it the right to make any claim, except for negligence or willful misconduct, and in the latter instance, payment shall be made, if appropriate, once the breach has been remedied by the Supplier/Contractor.

**3.19** The reception and/or acknowledgement and/or acceptance of these Conditions by the Supplier/Contractor imply its irrevocable waiver to invoke the provisions of Articles 991 to 996 and concordant Articles of the National Civil and Commercial Code. Additionally, if by any cause the corresponding Order/Contract was not formalized, or if the Supplier/ Contractor did not begin the Works and/or the provision of the Services, the Order/ Contract shall be deemed as non-executed and the Supplier/ Contractor shall not have any right to pursue any type of claim regarding contractual negotiations, preliminary agreements or regarding any other kind of issue or concept related with any pre-contractual liability whatsoever or of any other kind.

### **4. YPF Obligations and Liabilities.**

YPF shall appoint a Coordinator to deal with any issues related to the Order/Contract. Additionally, YPF shall provide the Supplier/Contractor with all the information concerning the liability established in the Order/Contract which shall be applicable to the Contractor as a consequence of the performance thereof.

### **5 Assignment of the Order/Contract**

**5.1** The works, goods and/or services awarded to the Supplier/Contractor, are its sole liability. Therefore, the whole or partial transfer of its contractual position and/or credits and/or collection rights and/or invoices emerging from the Order/Contract is hereby prohibited without the prior and express written authorization, in accordance with the conditions and manner established by YPF.

**5.2** Supplier/Contractor shall not pledge the Order/Contract.

**5.3** If the Supplier/Contractor assigns partially or totally its contractual position and/or credits and/or invoices emerging from the Order/Contract, without prior written authorization by YPF, the Supplier/Contractor shall be liable for the payment of the corresponding fines under the Order/Contract and additionally YPF will be able, if applicable, to terminate the Order/Contract, being the Supplier/Contractor at fault, without prejudice to the right to claim damages arising from such violation.

**5.4** YPF may assign all or part of its rights and obligations arising from the Order/Contract to any of its controlled, controlling Affiliates or related companies, being the prior notice to the Supplier/Contractor a sufficient condition for this.

**5.5** For each of the assigned invoices, YPF shall charge to the original Supplier/Assignor an amount for assignment administrative expenditures in accordance to the procedures in force.

### **6. Order/Contract Outsourcing**

**6.1** Supplier/Contractor shall not be able to outsource the Order/Contract, and any breach to this prohibition by the Supplier/Contractor shall give YPF the right to terminate the Order/Contract, being the Supplier/Contractor at fault, without prejudice to the right to claim damages arising from such breach; including the costs of a new tender.



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**6.2** The partial outsourcing of the Order/Contract is prohibited, unless prior reliable authorization and written notice by YPF. In this case, to obtain this prior authorization, the Supplier/Contractor shall submit to YPF, along with the request for authorization, references of the Subcontractor, and shall also request the Subcontractor all the documentation provided for in the Request for Proposal and in these General Conditions, as well as the written commitment by the Subcontractor to comply with all and every provision of the Order/Contract and its annexed documentation, having to submit all of this immediately to YPF.

**6.3** In the event of hiring a Subcontractor, the Supplier/Contractor shall continue to be primarily liable to YPF for compliance with all the obligations arising from the Order/Contract even in the case of works, goods or services directly supplied/rendered by the authorized subcontractor. The Supplier/Contractor shall oversee and coordinate the Subcontractor hired and shall be fully liable to YPF for the acts and/or omissions of such Subcontractor and the people directly or indirectly hired by it. The Outsourcing shall neither originate nor generate any contractual relationship between YPF and Subcontractor. Notwithstanding the foregoing, YPF may inspect and oversee at all times the subcontractor's works and observance of its obligations.

### 7. Financial Conditions and Tax Obligations

**7.1** The prices contained in the Order/Contract and/or exhibits thereto shall be fixed and not subject to review until the full and correct completion of the Order/Contract, unless otherwise indicated, and shall include all kinds of taxes, duties, charges, levies, fees and contributions except VAT (Value Added Tax) or any other tax of a similar nature, which shall appear individually under a separate item. If necessary, in cases in which the Supplier/Contractor is based overseas, all withholdings corresponding to taxes, duties, charges, levies, fees, contributions and/or any other tax shall remain the exclusive charge of the Supplier/Contractor, who shall receive the net sum of these withholdings and the corresponding withholding certificates evidencing the deposit of the sums withheld by YPF.

**7.2** The existence of the Supplier's written proposal and the written acceptance or award by YPF is a necessary condition, but obligations by YPF will not arise until the period of full force and effect of the Order/Contract, YPF shall be able to withdraw the contract award at any time during this period without any claim by the Supplier/Contractor. Works, goods and/or services not included in the Order/Contract shall not be paid unless an offer has been submitted in written form by the Supplier/Contractor and accepted, in writing, by YPF, and the relevant Order/Contract amendment is issued consequently.

**7.3** Advance payment shall be made, when applicable, against the relevant performance bond corresponding to such advance payment by the Supplier/Contractor following approval and acceptance by YPF in each case, insofar as such advance payment is so established in the corresponding Order/Contract.

**7.4** Payment of the Order/Contract price shall imply no waiver to the YPF rights set forth therein.

**7.5** Any difference of freight, consignment or any other expenses arising from the breach of the delivery instructions or any other difference as to the conditions set out in or applicable to the Order/Contract shall be in charge of Supplier/Contractor.

**7.6** Notwithstanding the provisions of Article 8.1, the payment of all taxes levied on the business transactions referred to under these General Conditions, shall be in charge of the parties in





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accordance with the provisions of law. The taxpayer is liable, in each case, for the correct payment of taxes, reflected in the corresponding accounting documents.

**7.7** The Stamp Tax, where applicable, shall remain the exclusive liability of the Supplier/Contractor. YPF shall pay no invoices until the Supplier/Contractor furnishes evidence of payment of the above mentioned stamp tax in the corresponding jurisdiction.

**7.8** At the moment of payment of invoices YPF shall make all tax and labor withholdings established by the legal provisions in force.

**7.9** The invoices furnished by the Supplier/Contractor shall comply with all and every legal requirements established by legal provisions in force.

**7.10** The Supplier/Contractor shall inform YPF its tax condition, in accordance with the legal provisions in force (as regards VAT, the condition of "registered", "not registered" "exempt" or other).

**7.11** In all cases the Supplier/Contractor shall supply the bank information described in Annex IV.

**7.12** The Supplier/Contractor and/or Subcontractor shall hold YPF harmless for any claim arising in the Supplier/Contractor and/or Subcontractor obligation to pay any kind of taxes, duties, charges, levies, fees and contributions, including legal fees and expenses.

### 8. Payment Terms

**8.1** The clauses set forth in Annex V shall apply.

**8.2** All other payment terms shall be clearly set forth in the Specifications, as well as in the Order/Contract.

### 9. Acceptance. Contract

**9.1** The Supplier/Contractor may accept the General Conditions via the means determined by YPF, including electronic means. In any case, the mere execution of an Order entails its implicit acceptance of the General Conditions, excluding all contrary specifications not accepted in writing by YPF.

**9.2** The agreement with the Supplier/Contractor may be implemented by means of an Offer Letter or the execution of the Contract between the parties hereto, upon the assumption of the Supplier/Contractor's full acceptance.

### 10. Delivery / Execution Terms

**10.1** The period for delivery/execution established in the Order/Contract shall be firm and delivery/execution must be carried out in the quantities, on the dates and in the locations places specified in the delivery/execution schedules drawn up and provided by YPF. Upon the expiry of the term agreed default shall be incurred automatically by the Supplier/Contractor without any notice and/or demand.

**10.2** In case of delay, YPF may elect to accept supply and impose any established penalties, or else to reject the supply imposing any applicable fines and the Supplier/Contractor shall not be entitled to any claim on such account. Notwithstanding the foregoing, YPF shall be entitled to terminate the contract and file a claim for any damages it may have sustained.



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**10.3** YPF may from time to time make reasonable changes in its delivery/execution schedules, or order a temporary suspension of any scheduled deliveries without any change in the price or terms and conditions of the Order/Contract being implied.

**10.4** The Supplier/Contractor waives any reliance on the provisions of articles 1031 and 1032 of the National Civil and Commercial Code.

### 11. Warranties

**11.1** The Supplier/Contractor warrants that the goods delivered and/or works and services provide due fit for their intended use, top quality and for first use, and comply with the safety and quality standards specified in the Order/Contract, any applicable laws in effect as well as and YPF rules, and that they shall be provided in compliance with the established work/execution schedules.

**11.2** The Supplier/Contractor further warrants that it is the sole owner of the goods, and that they are free of any liens and encumbrances in favor of third parties, have no defects and are fit to be commercialized. Also, the Supplier/Contractor warrants that it holds the patents, licenses and other industrial/intellectual property rights required for fulfilling the purpose of the Order/Contract.

**11.3** It is the purpose of YPF that the Supplier/Contractor shall guarantee its proper performance of the obligations arising from the Order/Contract, including, but not limited to, the Supplier/Contractor's obligations with regard to its staff, execution/delivery deadlines, etc.

The Supplier/Contractor shall use the authorized and necessary instrument(s) applicable to the Order/Contract, which shall be defined in the Special Conditions of the Order/Contract. Their validity shall be established by the Labor/Service Warranty period and in all cases according to the requirements determined by YPF at its full satisfaction.

**11.4** The Warranty Period for works, goods and services provided by the Supplier/Contractor shall be established in the Special Conditions of the Order/Contract, or in the absence thereof, shall be of one (1) year from the delivery date of the delivery notice, certification of services rendered, or certificate of provisional acceptance, except when a longer period is required in accordance with applicable law.

**11.5** During the Warranty Period, the Supplier/Contractor shall be liable for all damages resulting from a defective execution of the contracted works, goods or services, or the poor quality of any materials supplied by it. The Warranty Period shall not run during any time required to make repairs or replacements, which shall in turn be warranted, upon completion, for the same period as the original warranty.

**11.6** Upon any failure by the Supplier/Contractor to discharge its obligations under the Order/Contract, YPF give the Supplier/Contractor of self-authentic notice of said non-compliance, as required under the warranty provided. Additionally, YPF shall have the right to deduct from any of the corresponding warrants, any reasonable costs incurred to perform any outstanding obligations of the Supplier/Contractor.

Failure to comply with any of the conditions of the Order/Contract may lead to the return of the items supplied, non-acceptance of work or supplies, a demand for the immediate replacement thereof in addition to any damages and losses sustained and, where appropriate, the termination of the Order/Contract for all intents and purposes, and said termination shall not entitle the Supplier/Contractor to any claims whatsoever.



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**11.7** YPF shall be entitled to set off any obligation, either overdue or not yet, payable by the Supplier/Contractor to YPF for any reason, against any sum payable by YPF to the Supplier/Contractor under commercial relationship with YPF, whether currently in force or to be entered into in the future.

**11.8** YPF shall not be liable and not owe any amount to the Contractor by way of interest and/or costs accrued or incurred under any warranties or withheld warranties.

### 12. Insurance

**12.1** The clauses contained in Annex VI shall apply to YPF, based on the type of contract:

- General clauses applicable to all purchases and contracting.
- General contracting.
- Turnkey Contract Insurance.
- Well Servicing Insurance.
- YPF Product Transportation Insurance.

**12.2** The remaining terms of insurance shall be clearly set forth in the Special Conditions, as well as in the Order/Contract.

**Insurers:** the Supplier/Contractor's technical proposal shall specify the insurance companies that will cover YPF insurance requirements.

### 13. Penalties for Breach of Contract

**13.1** The penalties or fines applicable to the Supplier/Contractor for breach of contract shall be established in the Special Conditions and in the Order/Contract.

**13.2** YPF may deduct fines from any payments outstanding or due to the Supplier/Contractor.

### 14. Inspections

**14.1** The Supplier/Contractor shall perform or cause the competent supervisory body to perform the inspection of any goods subject to any technical, safety or environmental regulations and/or contractual terms.

**14.2** Also, the Supplier/Contractor shall carry out weekly reviews of any temporary workshops or facilities within the premises of YPF. The Supplier/Contractor shall inform the results of these inspections and reviews to YPF.

**14.3** YPF reserves the right to inspect the source of the goods subject to the Order/Contract and to demand as many tests as necessary, which shall be performed at the expense of the Supplier/Contractor. To such end, YPF shall appoint inspectors who shall have free access to the workshops and manufacturing processes; this inspection shall not release the Supplier/Contractor from any responsibility.

**14.4** YPF reserves the right to verify the accuracy of any documentation and information submitted by the Supplier/Contractor at the place where it is kept or where YPF may specify or request. To such end, YPF shall appoint inspectors who shall have free access to the supporting documentation; this inspection shall not release the Supplier/Contractor from any responsibility.



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### 15 Delivery and Shipment of Goods

**15.1** Any goods supplied shall be suitably packaged in order to prevent defects. YPF shall not accept any packaging charges unless previously agreed otherwise. Goods corresponding to different Orders/Contracts shall under no circumstances be packed together, except with the express authorization of YPF.

**15.2** All shipments shall be accompanied by a delivery slip, specifying the amount, name of product, Order/Contract number, Supplier/Contractor reference and packages description, which document shall be distributed as required in the Order/Contract and/or Special Conditions.

**15.3** All packages shall be externally marked with the destination of the goods and the corresponding Order/Contract number, as well as handling instructions or precautions to be adopted when necessary. The Supplier/Contractor shall strictly comply with applicable laws in force, including but not limited to the hazardous materials safe transportation and packaging rules, and shall be solely liable for any personal injuries and property damages resulting therefrom.

**15.4** In the case of goods that, given their nature, are delivered in special containers (e.g. laboratory products), the Supplier/Contractor shall comply with the following directions:

- a) Each container shall be identified by batch, manufacturing and date number.
- b) Goods corresponding to more than two batches shall not be included in one delivery, except upon prior notice given by the Supplier to YPF and YPF's written consent.
- c) The Supplier/Contractor shall give notice of the expiry date of the goods, if any, indicating the date when they may no longer be used on the respective containers.

**15.5** Reception by YPF of a shipment or dispatch of goods by the Supplier/Contractor shall not in itself be construed as the final acceptance of such goods, which shall remain subject to a subsequent examination. YPF shall be entitled to bring claims for any defects and deficiencies in quality or quantity, any necessary actions in response to such claims shall be the responsibility of the Supplier/Contractor.

**15.6** Orders and Contracts shall be subject to the INCOTERMS (latest version), the relevant terms being defined in the Special Conditions and in the Order/Contract.

**15.7** Rejected goods: In such cases, the Supplier/Contractor shall make a new delivery in the same quantity and quality at its sole expense, at the request of YPF. Without prejudice to the foregoing, YPF shall have the power to impose any applicable fines under the warranty given by the Supplier/Contractor.

**15.8** The Supplier/Contractor is exclusively liable for the goods until the time of their delivery to YPF.

### 16. Reception of Works and Services

**16.1** Reception: Once the works and services are completed and if they have been properly executed, all trials and installation tests having been satisfactorily carried out under the inspection provided for in Article 14.3 of these General Conditions, YPF shall draw up a memorandum evidencing that the works and services have been actually completed, the effective date of commencement and completion thereof, and any observations that may be necessary. The established warranty period shall be computed as from the date of such memorandum.

**16.2** Should the completed works and services have any defects, YPF shall allow the Supplier/Contractor a period to correct them. Should such correction not be made during the



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specified period, YPF may undertake the correction by itself or through third parties, any costs incurred being charged against the amount withheld as Warranty or to the Supplier/Contractor for amount of any work and service not covered by the withheld Warranty.

**16.3** Warranty Period: After reception and once the warranty period has expired and any replacements and/or repairs occurred during such period have been carried out to the satisfaction of YPF, YPF shall reimburse the Supplier/Contractor the amount, if any, of the warranty and repair funds not allocated to payments to be borne by the Supplier/Contractor. In the case of services, once the term of the contract has expired due to the exhaustion of the stipulated amount or time period, the certificate of final acceptance shall be prepared and the warranty amount shall be reimbursed.

**16.4** Rejected Works and Services: In these cases, the Supplier/Contractor shall perform them again, at its sole expense. Without prejudice to the foregoing, YPF shall have the power to impose any applicable fines under the warranty given by the Supplier/Contractor.

### 17. Termination of Order/Contract

**17.1** The Order/Contract shall be terminated upon its rescission on grounds of non-performance or upon the expiration of its effective term.

**17.2** Termination of Order/Contract upon the Supplier/Contractor's fault.

**17.2.1** In addition to the causes established by the law, YPF reserves the right to terminate an Order/Contract upon the occurrence of any of the events set forth below, which are stated for illustration purposes and without limitation:

- a) The sale or transfer inter vivos or upon death of the Supplier/Contractor's Company or its transformation into a different legal entity by legally accepted means without YPF's written consent.
- b) Supplier/Contractor's non-compliance with any of the provisions of the Order/Contract.
- c) The maximum number of applicable penalties stipulated in the Order/Contract has been reached.
- d) Supplier/Contractor's non-compliance with applicable law.
- e) The attachment and withholding of receivables ordered by legal or administrative bodies, or the **dissolution of the Supplier/Contractor company**.
- f) More than 20% of the works, goods and services are pending completion upon the expiry of the period of the Order/Contract.
- g) In case of an accident or loss that causes personal injuries or damage to, property or the environment.
  
- h) Serious inaccuracies in the information provided by the company, in particular in relation to quality, health and safety issues, environmental management, working conditions and compliance with employment requirements.
- i) Failure to comply with the Company's ethical standards.
- j) Failure to comply with the confidentiality obligations stipulated in the Order/Contract.
- k) Insolvency, bankruptcy, liquidation or dissolution of the Supplier/Contractor.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

- I) Failure to comply with Conflict Minerals Regulations as referred to in clause 23 of these General Conditions.

**17.2.2** Upon the occurrence of any of the above mentioned events, the Order/Contract shall be terminated and of no effect as from YPF's notification of such decision to the Supplier/Contractor or, if applicable, its successors.

**17.2.3** Upon the termination of the Order/Contract, YPF may take all or any of the following actions:

- a) Suspend outstanding payments.
- b) Foreclose any collateral given by the Supplier/Contractor.
- c) Withhold any Supplier/Contractor's goods and items then in possession of YPF.
- d) File a claim for damages.

**17.3** Termination of Order/Contract by YPF. YPF reserves the right to terminate the effects of the Order/Contract by its own decision. To this end, YPF shall give the Supplier/Contractor self-authentic prior notice of its decision 30 (thirty) days before the date of termination of the Order/Contract. The Supplier/Contractor shall not be entitled to any indemnity and/or compensation of any kind.

## 18. Force Majeure

**18.1** None of the parties shall be held liable for the non-fulfillment of any of their obligations derived from the Order/Contract insofar as the performance thereof is delayed or made impossible as a result of a fortuitous or Force Majeure event. Force majeure or fortuitous events shall mean any events that meet the requirements established by Article 1730 of the National Civil and Commercial Code.

Notwithstanding the provisions of the preceding paragraph, a suspension of contractual obligations caused by the Supplier/Contractor's or its Subcontractors' employees, whether resulting from a labor dispute, union conflict, strike, picket lines, etc., may not be invoked as a force majeure event, except for actions ordered by the industry Union national authorities.

**18.2** The performance of obligations under the contract shall continue to be suspended for so long as the cause of the Force Majeure event continues. The party affected by said event shall give prompt notice thereof to the other party and use all reasonable efforts to solve the cause of nonperformance as soon as possible. After 30 (thirty) days have elapsed without the cause of the force majeure event having ceased, YPF can cause the service, work or goods under the Order/Contract to be provided by a third party and/or terminate the contract, in either case without the Supplier/Contractor being entitled to any claim and/or compensation on such account.

**18.3** If as a result of a force majeure event performance of the Order/Contract is impossible, the affected party must give notice to the other immediately where possible, or failing this within a maximum period of 48 hours following the occurrence of the event. In such instance, the Order/Contract shall be terminated as of the date of such notice.

**18.4** In case performance of the Order/Contract is suspended and/or terminated on account of a force majeure event, YPF shall not be required to pay the Supplier/Contractor any amount whatsoever or any costs, expenses or indemnities, either during such the suspension or as a result of termination.

**18.5** In accordance with the provisions in article 1733 of the National Civil and Commercial Code, the Supplier/Contractor shall not be free of liability even if there is a fortuitous event or a performance impossibility, in the cases mentioned in that Article.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

### 19. Confidential Information and Documents and Industrial/Intellectual Property

**19.1** Any information provided by YPF to the Supplier/Contractor to promote the submission of offers or the proper execution of the work and/or goods and/or services under the Order/Contract must be used solely for such purpose, and shall not be reproduced and/or disclosed by any means. The Supplier/Contractor undertakes to return such information to YPF once the offer has been consummated or at the request of YPF. The duty of confidentiality shall survive for 5 (five) years as from the date of termination of the Order/Contract terminates for any reason.

**19.2** The Order/Contract and any negotiations related thereto shall be strictly confidential for the Supplier/Contractor. Notwithstanding the foregoing, the Order/Contract and the negotiations related thereto may be disclosed by the Supplier/Contractor with the prior written consent of YPF and subject to a confidentiality agreement, to the Supplier/Contractor's shareholders and auditors and to its employees and subcontractors should this be necessary for the rendering of the Services.

**19.3** All the Confidential Information or Industrial/Intellectual Property of YPF made available to, or compiled, or otherwise obtained by the Supplier/Contractor, and any copies or extracts thereof, whether or not containing Confidential Information and/or Industrial/Intellectual Property of YPF, shall remain the property of YPF and must be returned immediately upon the request of YPF or upon completion of the Order/Contract.

**19.4** The Supplier/Contractor shall use the Confidential Information and Industrial/Intellectual Property of YPF solely in relation to the provision for of its Services and the performance of its obligations under the Order/Contract.

**19.5** Unless otherwise required by law, the Supplier/Contractor agrees that neither the Supplier/Contractor nor its Employees shall disclose or assist others in disclosing, either directly or indirectly, except in accordance with the provisions of another clause of this Contract, nor use for its own or any third party's benefit, Confidential Information and/or Industrial/Intellectual Property of YPF without YPF's prior written consent.

**19.6** This clause shall not be applicable to any information or property disclosed by the Supplier/Contractor that is of public knowledge or in the public domain (and has not been disclosed through actions or omissions of the Supplier/Contractor in breach of the Order/Contract).

**19.7** The provisions of this clause shall inure to the benefit and be enforceable by the successors or assignees of the Supplier/Contractor.

### 20. Conflict Resolution and litigation. Applicable laws

The Order/Contract shall be governed by the laws of Argentina, without giving effect to the principles of Private International Law. The place of performance of the Order/Contract shall be the place where the goods must be delivered or the services rendered under the Order/Contract. In the absence of any agreement to the contrary, the goods shall be deemed delivered to and the services rendered at the legal domicile of YPF.

In relation to any disputes not exceeding US\$ 1,000,000 (one million United States dollars) arising with regard to the interpretation, execution or performance of the Order/Contract, the parties shall





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expressly submit to the exclusive jurisdiction of ordinary Courts sitting in the Autonomous City of Buenos Aires.

Any disputes involving an amount exceeding US\$ 1,000,000 (one million United States dollars) and up to US\$ 20,000,000 (twenty million United States dollars) shall be submitted to Arbitration by the Arbitration Tribunal of the Buenos Aires Stock Exchange Arbitration. The arbitration proceedings shall be held in the city of Buenos Aires in the Argentine Republic. The arbitration proceedings shall be governed by the arbitration at law rules of the General Arbitration Tribunal of the Buenos Aires Stock Exchange Arbitration. The proceedings shall be governed by the applicable laws of the Argentine Republic.

Any disputes involving an amount exceeding US\$ 20,000,000 (twenty million United States dollars) shall be submitted to arbitration pursuant to the arbitration proceedings of the International Chamber of Commerce (ICC). The proceedings shall be governed by the applicable laws of the Argentine Republic and the place of arbitration shall be the Argentine Republic.

It is expressly stated for the record that the Contract subsequently issued shall be of a civil-commercial nature and as such no employment relationship shall be created as between YPF and the Supplier/Contractor, or between the Supplier/Contractor and YPF's employees, or between YPF and the Supplier/Contractor's employees.

### 21. Records

The Supplier/Contractor shall keep a complete, up-to-date register of the goods supplied and/or works or services carried out under the Order/Contract, as well as all transactions related thereto. The Supplier/Contractor shall keep all such records for at least a three-year period after completion of the Order/Contract. Such records shall be available to be possibly audited by YPF. Should this be the case, the audit shall not apply to the Supplier/Contractor's patents or any additional information in relation thereto.

### 22. Addresses - Notices

The Supplier/Contractor shall establish its domicile in the jurisdiction of the YPF office where the Order/Contract is issued.

### 23. General Representations

**23.1** YPF is a company subject to the supervision of the United States Securities and Exchange Commission ("SEC") and is consequently required to report to the SEC the use or production of certain minerals called "Conflict Minerals" from the Democratic Republic of the Congo ("DRC") or Angola, Burundi, Central African Republic, Rwanda, Sudan, Tanzania, Uganda and Zambia (the "Covered Countries"), in accordance with the definition of item 1.01 (d) (3) of the SD Form, in compliance with Section 1502 of the Dodd Franck Act and the Securities Exchange Act of 1934, Section 13 (p) ("Conflict Minerals Regulations"). In view of the foregoing, the Supplier/Contractor represents and warrants that it shall comply with the Conflict Minerals Regulations and ensure that none of its products, parts and/or materials delivered to YPF contain or will contain Conflict Minerals from the DRC or the Covered Countries. In this regard, the Supplier/Contractor hereby undertakes





## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

to immediately inform YPF if it discovers or has reason to believe that this representation and warranty given to YPF is no longer truthful and/or accurate. Additionally, the Supplier/Contractor accepts and acknowledges the audits to be conducted by YPF shall include the ability to examine any documents related to the acquisition of Conflict Minerals by the Supplier/Contractor.

By accepting these General Conditions, the Supplier/Contractor agrees to respond in a timely manner, at the request of YPF, to any request for information regarding the source and chain of custody of any Conflict Minerals necessary for the production or functionality of a product manufactured by the Supplier/Contractor or provided by it to YPF. In addition, the Supplier/Contractor understands and acknowledges that any information it may provide in this regard may be used by YPF to comply with its information reporting duties under the Conflict Minerals Regulations, including submitting the SD form and a Conflict Minerals report to the SEC.

**23.2** The Supplier/Contractor, by accepting these General Conditions, declares and guarantees that at the time of the purchase or contracting of goods or services under these General Conditions, they are not included (nor any of their shareholders) in any list of persons or countries specially designated or blocked or sanctioned (such as those currently sanctioned Cuba, Iran, North Korea, Syria and the Crimea region -in Ukraine-) and, in particular, that is not included on the Specially Designated Nationals And Blocked Persons List ("SDN") of the Office of Foreign Assets Control ("OFAC" and/or "Office of Foreign Assets Control," dependent of the US Department of the Treasury) and/or in the lists published by the Ministry of Foreign Affairs, International Trade and Worship, and/or in similar lists that may exist in the future in Argentina or in foreign countries. Likewise, the Supplier/Contractor undertakes to inform YPF immediately if it is or will become in the future included in the list of OFAC sanctions, or in other similar lists. If YPF verifies that the Supplier/Contractor and/or its shareholders or countries where these operate were included in the aforementioned sanctions lists, YPF may terminate the contract with the Supplier/Contractor without prior notice and claim for the damages incurred and, likewise, YPF reserves its right to consign judicially the pending payments for accrued services up to the date of the effective resolution.

**23.3** Supplier/Contractor undertakes to comply with all anti-bribery and anti-corruption laws applicable to the Supplier/Contractor and YPF, including, but not limited to, the Foreign Corrupt Practices Act ("FCPA"), the UK anti-bribery act, Argentine Act No. 27,401 on Criminal Responsibility applicable to Private Legal Entities, to comply with the YPF's Code of Ethics and Conduct and any other law on ethics, anti-bribery and anti-corruption, anti-money laundering and counter terrorist financing in the jurisdiction in which they carry on businesses are carried on or services are provided. Supplier/Contractor may not, either directly or indirectly, offer, promise or make a payment or benefit to any entity to improperly influence an official of the government, of a government-controlled company, political party, or of any other person for the purpose of unduly influencing any act or decision by such person or any governmental body with the aim of obtaining, retaining or conducting businesses with YPF. YPF will be entitled to audit the books and records of the Supplier/Contractor if, at YPF's reasonable criteria, the former might have breached the provisions of this Section. To this end, Supplier/Contractor undertakes to provide YPF the access, data and information that is required to conduct such audit and any other information related to the adoption



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

and implementation of the programs for the compliance of the aforementioned matters in connection with the Order/Contract.

**23.4** YPF reserves the right to make a prior assessment of the integrity of Supplier/Contractor through its Compliance Area, in order to evaluate the Ethics and Compliance requirements the Supplier/Contractor has submitted. To such end, it will send the Supplier/Contractor a Due Diligence questionnaire, which shall be completed thereby providing and/or attaching supporting documentation, and which shall also be updated. Besides, YPF may require additional information from the Supplier/Contractor, or carry out an analysis of its reputation and background in order to verify and/or broaden the results of the information provided. Such information and/or documentation furnished by Supplier/Contractor will be fully analyzed to decide the final award of the Service.

Should YPF become aware that the declared information is inaccurate, or in the event of changes that might imply significant risks for YPF, YPF may terminate the Contract for reasons attributable to the Supplier/Contractor by prior duly served notice and file a claim for the damages sustained.

## 2. DEFINITIONS AND ABBREVIATIONS

**Agreement:** A legal instrument that formally creates an order or Framework Agreement setting forth the prices, time periods and terms for the supply of a good or service.

**Contracting:** Operation in which the amount corresponds mostly to the acquisition of works and/or services and, therefore, contribution of labor.

**Contractor:** A supplier that basically develops commercialization or storage and, if applicable, technical assistance or maintenance activities. This term includes distributors, representatives and storage providers are included.

**Coordinator/Inspector:** A person designated by YPF to supervise and coordinate the execution of Contracts.

**Technical specifications:** A document issued by YPF setting forth the technical conditions to be met for the supply of goods or the performance of the works and/or services in the required manner and quality.

**Manager:** Under these rules, the person appointed by the Supplier/Contractor as its representative for the coordination of the execution of the works and services and/or the supply of goods as provided in the Special Conditions.

**Order:** A specific Purchase Order sent to the supplier, including the prices, time periods and terms for the supply of a good or service under a previously awarded contract.

**Offer:** The documents required from the bidders invited to quote.

**Purchase:** Transaction which amount corresponds in its majority to the acquisition of goods.

**Request for Quotation:** A request for the submission of technical-economic terms sent to a natural or legal person, inviting such person to provide a quote for the required materials or services and in which the items requested are clearly and accurately described, indicating the terms pursuant to which the proposal should be issued.



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**Special Conditions:** A document issued by YPF which lays down the specific commercial conditions to be satisfied for the Supplier/Contractor to be able to supply the goods or perform the works and/or services in the required manner and quality.

**Supplier:** Any natural or legal person having, based on its knowledge and correct application of the regulations, specifications, codes and standards applicable in each case, and of good practices, the adequate resources to supply materials or equipment, or provide services.

**YPF:** YPF S.A. or any of its controlled companies according to the definition of control provided by article 33 of Act No. 19550 of Business Companies.



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

### 3. ANNEXES

#### 3.1 ANNEX I: FORM OF BANK GUARANTEE FOR WORKS, GOODS AND SERVICES

Buenos Aires, \_\_\_\_\_  
Buenos Aires, (date)

Dear Sirs,

At the request of company XX (in case of a de facto business association, partners must be also included), hereinafter the "CONTRACTOR", domiciled at \_\_\_\_\_, this Bank \_\_\_\_\_ 1, hereinafter the "GUARANTOR", agrees to stand in favor of YPF SOCEIDAD ANÓNIMA (hereinafter, the "BENEFICIARY") as joint and strict surety and main obligor, in accordance with the terms of Article 1591 et seq. and related provisions of the National Civil and Commercial Code, expressly waiving the benefits of division and excussion, and of prior notice to the CONTRACTOR, and waiving also the right to request a retraction and a disavowal of the surety or demand its release, in accordance to the terms of Articles 1583, 1594 and related provisions of the National Civil and Commercial Code, for up to the sum of \_\_\_\_\_ U.S. dollars (US\$) for the purpose of guaranteeing, unconditionally and irrevocably, the proper performance, within the agreed periods, of each and all of the obligations assumed by the CONTRACTOR in accordance with Contract/Purchase Order N° \_\_\_\_\_, subscribed by the CONTRACTOR at (place)..... on (date) .....for the performance of ..... (hereinafter, the "Contract") and for any liabilities that the CONTRACTOR's failure to perform such obligations may give rise to in respect of the BENEFICIARY and/or third parties related to the BENEFICIARY.

This guarantee shall be enforced by the BENEFICIARY unconditionally and upon its sole request by collated telegram or other self-authentic means, addressed to our domicile, no prior demand of payment being required from the CONTRACTOR or GUARANTOR, and the GUARANTOR shall be under the obligation to pay to the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the aforementioned period, the authorization and/or consent of the CONTRACTOR not being required and no excuse whatsoever being admissible, including the objection of the CONTRACTOR to the enforcement and/or payment of this guarantee. The guarantee hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the CONTRACTOR, including if a reduction of debt, extension of time for payment or any other facilities or concessions are granted, or if the CONTRACTOR gives other guarantees or provides collateral, and the obligation to pay for the total debt shall survive until the full payment thereof, including any interest, costs of litigation, costs and/or damages that may arise.

This guarantee shall remain in full force and effect until such time as the CONTRACTOR will have performed each and all of its obligations pursuant to the Contract. The guarantee hereby provided by the GUARANTOR shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have expired and been satisfied.

For all purposes under this guarantee, the GUARANTOR establishes its domicile at \_\_\_\_\_ in the city of \_\_\_\_\_, province of \_\_\_\_\_

Likewise, the GUARANTOR accepts that any issue relating to the effectiveness, interpretation or fulfilment of this Guarantee shall be subject to the laws of the Argentine Republic and shall be



## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

submitted to the sole and exclusive competence of the Courts sitting in the Autonomous City of Buenos Aires, and expressly waives any other forum or jurisdiction that it might have available.

1.- Enter Full Name of Guarantor Bank.

2.- Authenticity of the signature of the Guarantor Bank's representative, as well as the powers of the said representative, must be certified by a notary public.

### 3.2 ANNEX II: FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

Buenos Aires, \_\_\_\_\_

Buenos Aires, (date)

To YPF

Dear Sirs,

At the request of company XX (in case of a de facto business association, partners must be also included), hereinafter the "CONTRACTOR", domiciled at \_\_\_\_\_, this Bank \_\_\_\_\_ 1, hereinafter "the GUARANTOR", agrees to stand of as strict surety and main obligor, together with YPF SOCIEDAD ANÓNIMA (hereafter, the "BENEFICIARY") and primarily and jointly liable therewith in accordance with the terms of Article 2005 et seq. and related provisions of the National Civil and Commercial Code, and Article 478 et seq. and related provisions of the Commercial Code, expressly waiving the benefits of division and excussion, and of prior notice to the CONTRACTOR, and waiving also the right to request a retraction and a disavowal of the surety or demand its release, according to the terms of Articles 2012, 2025 and related provisions of the National Civil and Commercial Code and Article 482 and related provisions of the Commercial Code, for up to the sum of \_\_\_\_\_ U.S. dollars (US\$) for the purpose of guaranteeing, unconditionally and irrevocably, the proper performance, within the agreed periods, of each and all of the obligations assumed by the CONTRACTOR in accordance with Contract/Purchase Order N° \_\_\_\_\_, subscribed by the CONTRACTOR at (place)..... on (date) ..... for the performance of ..... (hereinafter, the "Contract") and for any liabilities that the CONTRACTOR's failure to perform such obligations may give rise to in respect of the BENEFICIARY and/or third parties related to the BENEFICIARY.

This guarantee shall be enforced by the BENEFICIARY unconditionally and upon its sole request by collated telegram or other self-authentic means, addressed to our domicile, no prior demand of payment being required from the CONTRACTOR or GUARANTOR, and the GUARANTOR shall be under the obligation to pay to the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the aforementioned period, the authorization and/or consent of the CONTRACTOR not being required and no excuse whatsoever being admissible, including the objection of the CONTRACTOR to the enforcement and/or payment of this guarantee. The guarantee hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the CONTRACTOR, including if a reduction of debt, extension of time for payment or any other facilities or concessions are granted, or if the CONTRACTOR gives other guarantees or provides collateral, and the obligation to pay for the total debt shall survive until the full payment thereof, including any interest, costs of litigation, costs and/or damages that may arise.

This guarantee shall remain in full force and effect until such time as the CONTRACTOR will have performed each and all of its obligations pursuant to the Contract. The guarantee hereby provided



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by the GUARANTOR shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have expired and been satisfied.

For all purposes under this guarantee, the GUARANTOR establishes its domicile at \_\_\_\_\_ in the city of \_\_\_\_\_, province of \_\_\_\_\_.

Likewise, the GUARANTOR accepts that any issue relating to the effectiveness, interpretation or fulfilment of this Guarantee shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive competence of the Courts sitting in the Autonomous City of Buenos Aires, and expressly waives any other forum or jurisdiction that it might have available

1.- Enter Full Name of Guarantor Bank. 2.- Authenticity of the signature of the Guarantor Bank's representative, as well as the powers of the said representative, must be certified by a notary public.

### 3.3 ANNEX III: FORM OF BANK GUARANTEE FOR REQUESTS FOR PROPOSALS

Buenos Aires, \_\_\_\_\_

Buenos Aires, (date)

To YPF

Dear Sirs,

At the request of the company XX (in the case of a de facto business association, partners must also be included), hereafter "the BIDDER", domiciled at \_\_\_\_\_, this Bank \_\_\_\_\_ 1, hereinafter "the GUARANTOR", agrees to stand of as strict surety and main obligor, together with YPF SOCIEDAD ANÓNIMA (hereafter, the "BENEFICIARY") and primarily and jointly liable therewith in accordance with the terms of Article 2005 et seq. and related provisions of the National Civil and Commercial Code, and Article 478 et seq. and related provisions of the Commercial Code, expressly waiving the benefits of division and excussion, and of prior notice to the BIDDER, and waiving also the right to request a retraction and a disavowal of the surety or demand its release, according to the terms of Articles 2015, 2025 and related provisions of the National Civil and Commercial Code, and Article 482 and related provisions of the Commercial Code, for up to the sum of \_\_\_\_\_ U.S. dollars (US\$) for the purpose of guaranteeing, unconditionally and irrevocably: (i) the proper performance by the BIDDER of each and all of its the obligations assumed as such pursuant to the bid submitted on \_\_\_\_\_ under Public Tender / Bid No. \_\_\_\_\_ the purpose of which is \_\_\_\_\_ (hereinafter, the Tender); (ii) that in case the BIDDER is the successful awardee, the BIDDER shall, within the period provided for in the Tender, subscribe the relevant contract and at the same time deliver to the BENEFICIARY the bid bond provided for in the Tender.

This guarantee shall be enforced by the BENEFICIARY unconditionally and upon its sole request by collated telegram or other self-authentic means, addressed to our domicile, no prior demand of payment being required from the BIDDER or GUARANTOR, and the GUARANTOR shall be under the obligation to pay to the BENEFICIARY, within TWO (2) business days after such request, the amount specified as payable by the BENEFICIARY. Such payment shall be made within the aforementioned period, the authorization and/or consent of the BIDDER not being required and no excuse whatsoever being admissible, including the objection of the BIDDER to the enforcement and/or payment of this guarantee. The guarantee hereby given by the GUARANTOR shall not be affected or modified by any agreement made between the BENEFICIARY and the BIDDER, including if a



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reduction of debt, extension of time for payment or any other facilities or concessions are granted, or if the BIDDER gives other guarantees or provides collateral, and the obligation to pay for the total debt shall survive until the full payment thereof, including any interest, costs of litigation, costs and/or damages that may arise.

This guarantee shall remain in full force and effect until such time as the CONTRACTOR will have performed each and all of its obligations pursuant to the Contract. The guarantee hereby provided by the GUARANTOR shall be returned by the BENEFICIARY after the secured obligations mentioned in the first paragraph have expired and been satisfied.

For all purposes under this guarantee, the GUARANTOR establishes its domicile at \_\_\_\_\_ in the city of ....., province of .....

Likewise, the GUARANTOR accepts that any issue relating to the effectiveness, interpretation or fulfilment of this Guarantee shall be subject to the laws of the Argentine Republic and shall be submitted to the sole and exclusive competence of the Courts sitting in the Autonomous City of Buenos Aires, and expressly waives any other forum or jurisdiction that it might have available.

1.- Enter Full Name of Guarantor Bank.

2.- Authenticity of the signature of the Guarantor Bank's representative, as well as the powers of the said representative, must be certified by a notary public.

### 3.4 ANNEX IV. PAYMENTS VIA BANK TRANSFER

#### 1. Payments in Argentina

Banks account details are necessary for purchase orders payable within Argentina.

The account must be created with the supplier's tax identification code (CUIT), the details to be specified shall include:

- Supplier number, address, telephone number and e-mail.
- Bank (name and number at BCRA – Central Bank of the Argentine Republic)
- Branch (name and number)
- Type of account: Current account - Savings account - etc.
- Account Number (complete)
- Order (complete, name of account holder)
- Tax or employment identification code (CUIT or CUIL) - 11 digits
- CBU (Universal Banking Code - 22 digits)

#### 2. Payments abroad

For purchase orders payable abroad via transfer to a foreign bank account, the details to specify shall include:

- If the supplier's bank is located in the USA and operates within the Federal Reserve:
  - Name of bank account
  - Account number
  - Beneficiary Bank and address
  - FED; SWIFT of the Beneficiary Bank.
- If the supplier's bank is outside the USA:
  - Name of bank account
  - Account Number





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- Beneficiary bank account number: SWIFT (include branch number and specify IBAN for all transfers)
- Correspondent bank in USA: FED; SWIFT number and address

### 3.5 ANNEX V. TERMS OF PAYMENT

a) All purchases and/or contracts subscribed in the local market for which it is agreed that the invoices will be issued in the Argentine currency of legal tender -pesos- shall be paid 30 (thirty) days after the relevant invoice is submitted, and no price adjustments or financial costs shall be recognized.

b) All purchases and/or contracts subscribed in the local market for which it is agreed that invoices will be issued in a foreign currency, shall be paid 30 (thirty) days after the relevant invoice is submitted.

Invoices for these transactions shall specify the exchange rate applied so that the relevant taxes may be paid, which rate shall be equal to the foreign currency rate at closing in the free foreign exchange market published by Banco de la Nación Argentina and in effect on the day before the invoice is issued.

1°) The invoice for the relevant purchase or contract shall be paid with the amount in pesos (or other currency of legal tender in Argentina) pursuant to the foreign currency sell exchange rate at closing of Banco de la Nación Argentina on the working day before the invoice is issued.

2°) In the case described in the preceding subsection 1), the Supplier/Contractor shall issue a debit note or a credit note (as appropriate) in pesos, to settle the difference between the exchange rate specified in the invoice being paid and the U.S. dollar exchange rate in the free foreign exchange market - sell rate -, published by Banco de la Nación Argentina, at closing on the day before the date when payment for such invoice was made available at the bank specified by YPF. The exchange rate difference shall apply only to the price component of the original invoice. For the aforementioned section 2) to be applicable, the foreign currency exchange rate difference must exceed a minimum 5% and the difference amount in Pesos must be larger than \$100-.

This debit note or credit note must indispensably include the following details:

- Number and amount of the invoice being settled.-
- Exchange rate of the original invoice.-
- Exchange rate applied to issue the debit note or credit note.-
- A legend stating: "This Debit (Credit) Note fully cancels invoice/s Numbered. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx"
- Order/Purchase Order/Contract No. that gave rise to the obligation.-

Debit or credit notes arising from exchange rate differences shall be submitted to the location where the invoice to be settled was initially submitted

c) Any purchases from or contracts with foreign suppliers shall be paid in the agreed currency via Bank Transfer of funds from the YPF Group foreign accounts, or with foreign currency from the Argentine Republic, as appropriate, directly to the supplier's account, within the periods established in the Framework Agreement, Order or Contract, and in accordance with Resolution No. 61/02 of





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the Ministry of Economy and Circular A 3473/02, as supplemented and/or amended, of the Central Bank of Argentina.

### 3.6. Annex VI: INSURANCE. GENERAL PURCHASING AND CONTRACTING

In all the Insurances referred to in this Annex VI, the Supplier/Contractor shall hire the relevant insurances to protect its assets and/or any assets for which it may be held liable, either for damages caused to YPF, its employees or third parties outside the contractual relationship with YPF.

The Supplier/Contractor shall be responsible for any damage caused in the course of the supply of goods or services to YPF by its employees and/or assets, whether owned by or in its safe keeping, care, custody or control. Also, the Supplier/Contractor shall also be required to answer for any damages caused by any Subcontractors in its charge and by the subcontractors' employees, and to indemnify and hold YPF harmless from and against any claims arising from accidents, fines and consequent expenses, including but not limited to legal fees and costs of suit, and its liability shall not be limited by the insurances and/or by the liability limits stipulated in the order/contract..

The Supplier/Contractor shall carry the insurance detailed in the General and Special Conditions of the Order/Contract, with authorized Companies to the full satisfaction of YPF. The scope of the obligations and/or liabilities arising from the absence of sufficient insurance carried or coverage of the required insurance shall not be reduced to the detriment of YPF. Similarly, the amounts of such insurance shall in no event be lower than the mandatory amounts under applicable laws and regulations when applicable.

#### 3.6.1 GENERAL CLAUSES APPLICABLE TO ALL PURCHASES AND CONTRACTING

**Submission of Documentation:** The respective policies or certificates of coverage evidencing that the respective policies are pending processing must be submitted by the Supplier/Contractor prior to the commencement of the works, including an official receipt from the Insurer for the total payment of the corresponding gross premium or, otherwise, for the partial payment on the due date of each installment agreed upon with the insurer.

In those cases where the certificate of coverage has a validity of less than a year, its regularization for each period shall be made before its expiration.

**Suspension of Payment:** Failure to submit the insurance policies when due shall authorize YPF to take any necessary preventive actions until such requirement has been complied with by the Supplier/Contractor.

**Franchise, Deductible Franchise and/or Under-Insurance:** Any difference that may arise in the payment of compensation for losses, either by reason of an underinsurance or the application of franchises, shall be borne by the Supplier/Contractor. This provision shall be equally applicable to any subcontractors working for the main Supplier/Contractor.



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**Extension of obligations to Subcontractors:** The Supplier/Contractor shall require its subcontractors to carry the insurance set forth in the preceding sections, subject to the same requirements imposed on the Supplier/Contractor by YPF.

**Obligations of Contractor in the event of an incident which may give rise to a claim/loss:** The Supplier/Contractor must inform YPF of any incident/loss related to the tasks contemplated in the Order/Contract, promptly and by self-authentic means, and agrees to report such incident/loss to its insurance company within 24 hours after the incident.

Also, the Supplier/Contractor shall provide YPF, at any time, any information that may be required from it.

The Supplier/Contractor shall submit to YPF a copy of the report filed with the respective acknowledgement of receipt, and provide all the information that may be required in relation to the incident.

In addition to the above conditions, the insurance policies shall include the following clauses:

- Clause of Non-Amendment of Policy.
- Clause of Non action for recovery against YPF and/or its employees and/or officials and or representatives and/or controlled or related companies and/or its insurers.
- Clause of Notice of non-payment of policy.

### 3.6.2 COMPULSORY INSURANCES FOR EVERY CONTRACTING, NOTWITHSTANDING THE ADDITION OF THOSE RELATED TO:"GENERAL CONTRACTING", "TURNKEY", "WELL SERVICES" AND "TRANSPORT"

**Occupational Risk Insurance:** The Supplier/Contract shall comply with the provisions of Act No. 24,557 (Occupational Risks Act), as amended in the future, and also with the provisions of Decree 84/96, as well as applicable legislation related to work safety and health, and shall hold YPF harmless at all times by means of a waiver-of-subrogation clause in its Occupational Risk Insurance contracts, in the following terms:

"... The Occupational Risk Insurance expressly waives its right to bring any action for recovery against YPF and/or its subsidiaries and/or related companies and/or shareholders and/or officials and/or employees and/or workers and/or contractors and/or subcontractors, whether on grounds of Article 39.5 of Act No. 24,557 or any other legal regulation, in relation to payments in kind or in cash that it may be required to grant or pay to current or former employees of ..... (contractor company)..., under the coverage of this policy for industrial accidents or occupational illnesses suffered or contracted at or on occasion of their work or on the journey between the worker's home and place of work".

The Occupational Risk Insurance Company agrees to give YPF self-authentic notice of any noncompliance with the policy by the insured party and, especially, about its failure to make payment when, due whether partially or totally, within 10 days after such occurrence.

The Supplier/Contractor shall require that its subcontractors comply with Act No. 24,557, and shall assume liability as to the company for the payment of the corresponding contributions by its subcontractors. The Supplier/Contractor shall require that any Occupational Risk Insurance policies



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held by its subcontractors contain a provision identical to that transcribed above by which their respective Occupational Risk Insurers waive any right to bring claims against YPF and/or its officers, employees, workers and contractors.

When works are performed by foreign personnel, the Supplier/Contractor shall submit sufficient insurance coverage as to be in compliance with the laws of the country of origin of such employees.

**Personal Accident Insurance:** When the employees assigned to the performance of a contract must not be included under Occupational Risks coverage, a Personal Accidents Insurance shall be required, subject to terms including at least:

Accidental death up to the amount of AR\$ 500,000 (five hundred thousand Argentine pesos); total or partial disability up to the amount of AR\$ 500,000 (five hundred thousand Argentine pesos); medical and/or pharmaceutical expenses for up to AR\$ 50,000 (fifty thousand Argentine pesos); and YPF shall be include as beneficiary under such insurance, at the request of the main contractor.

**Compulsory Collective Life Insurance**, under Decree 1567/74. The Supplier/Contractor shall submit policies evidencing compliance with the provisions on Compulsory Life Insurance as prescribed by Decree 1567/74.

**Life Insurance “Labor Union Agreement”:** when the collective labor union agreement that governs the union establishes an additional life insurance to the one mentioned in the previous point, the policies and/or certificates proving compliance with such request shall be submitted.

**Automobile Liability Insurance:** The Supplier/Contractor shall submit automobile insurance policies providing coverage of civil liability for damages to the property of third parties and injuries and/or death, and when the service so requires, the additional insurance for passengers transported and not transported. According to the Resolution of the SSN No.39.927, the limits of compensation shall be AR\$ 6,000,000 (six million Argentine pesos) for cars, vans, trailers, motorcycles, motor-bicycles, caravans, rental cars without a driver, and AR\$ 18,000,000 (eighteen million Argentine pesos) for taxis, rental cars, rural machinery, trucks, trailers, emergency services, security forces, M1vehicles for transportation of passengers.

In the case of M2 passenger transport vehicles (vehicle for the transport of passengers with more than eight seats (8) excluding the driver seat, and that do not exceed the maximum weight of five thousand kilograms (5,000 kg.) and M3 (vehicles for the transport of passengers with more than eight seats (8) excluding the driver's seat, and with a weight of over five thousand kilograms (5,000 kg.), the limit of compensation shall be AR\$ 30,000,000 (thirty million Argentine pesos).

When the vehicles enter airports and oil fields, the limit of compensation may be not less than AR\$ 1,000,000 (one million Argentine pesos).

In addition to the applicable clauses, provided it is appropriate and does not create a limitation on liability, policies shall include the following clauses:

- CA-RC 16.1 Coverage for the fuels transportation. (AR\$ 18,000,000 eighteen million Argentine pesos)
- CA-RC 03.01: Remarkably flammable, explosive or corrosive load (AR\$ 18,000,000 eighteen million Argentine pesos)
- CA-CO 13.1 Waiver of Subrogation: It is noted that in the case of paying compensation for claims incurred, covered by the coverage of this policy, this Insurer renounces to exercise its subrogation rights against YPF.



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- CA-CO 13.2 Additionally insured when service is rendered: It is understood and agreed that the natural and/or legal persons indicated on the Insurance Declaration Page shall be considered insured, for the term indicated therein, provided that the loss occurs as a result and on the occasion of the rendering of a service by the person insured in favor of YPF.

Similarly, and when appropriate, according to the type of benefit hired, the Supplier/Contractor should be requested the inclusion of the following clauses of coverage:

- CA-RC 11.1 Coverage for Environmental Damage. The compensation limit may not be below AR\$ 1,000,000 (one million Argentine pesos) for these cases.
- CA-RC 12.2 Costs of remediation. The compensation limit may not be below AR\$ 1,000,000 (one million Argentine pesos) for these cases.
- CA-RC 5.1 and 5.2 Limited Coverage of Civil Liability toward third parties transported and not transported in vehicles.
- CA-RC 16.1 Coverage for the fuels transportation.

**Other Insurance:** YPF may require that additional insurance be carried when the nature of the services rendered so require. Such insurance shall be specified in the Special Conditions.

### 3.6.3 GENERAL CONTRACTING

The insurance of general purchases and contracting, in addition to the general requirements of point 3.6.1 and 3.6.2, shall include the following:

**Civil Liability Insurance:** The Supplier/Contractor shall hire a civil liability insurance covering every damage that the Supplier/ Contractor or its subcontractors may cause to third persons and/or third parties' property, environmental damage to the environment, contamination and/or sudden and accidental pollution, as well as those it may cause to YPF and/or its staff and/or its things with regard to the activities and/or specific object of the corresponding agreement. The minimum required amount insured and of exclusive use of YPF shall be USD 2,000,000 (two million U.S. dollars) per event, and with a franchise not greater than USD 5,000 (five thousand U.S. dollars) per event. The insurance policy shall indicate that it covers the cross, contractual and subsidiary liability of contractors and subcontractors, the liability for property and/or personal damage caused to third parties, as well as the liability for property damage, bodily injury and its consequences suffered by employees of the Supplier/Contractor, or any person connected to the Supplier/Contractor through any employment or training relationship, all from the start date of the Works and until the expiration of the Guarantee Period, and they shall not represent a taxative coverage requirement.

**All Risks Insurance of Construction and Assembly operations:** The Supplier/Contractor shall agree with YPF and prior to the start of the work under the contract, which of the parties shall be responsible for hiring the insurance of any Risk of construction and/or assembly, which shall provide coverage for the total value of the project including the start-up period, operation tests and maintenance period, providing coverage, in addition, for all the participants during the course of the works.



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**Contractor's Equipment Insurance:** The Supplier/Contractor shall submit a Contractor's Equipment All Risks insurance policy to YPF, including a clause waiving its rights of subrogation against YPF in the event of damage or loss sustained by the contractors. The aforementioned insurance shall also cover civil liability arising from the operation of the equipment, and if the equipment circulated in the public road, the automobile liability insurance indicated in 3.6.2 shall be included.

**Aircraft Hull Insurance and Civil Liability Coverage:** In the event that the activity to be performed by the Supplier/Contractor and/or Subcontractors by virtue of the Order/Contract includes the use of aircrafts, including helicopters, the Supplier/Contractor shall obtain civil liability insurance policies covering passengers, damage to property and the cargo, with a sole combined limit, per event, of US\$ 100,000,000 (a hundred million US dollars). YPF, its employees and agents shall be deemed third parties for the purposes of these policies, and YPF shall be designated as an additional insured party, with the inclusion of non-repetition/recover of debt clause in favor of YPF. The Supplier/Contractor shall subscribe an all-risks aircraft-hull insurance policy, which shall have the value thereof as the minimum limit and shall include a non-repetition/recover of debt clause in favor of YPF in the event of damage or loss of the hull.

**Vessel Hull Insurance and Protection and Indemnity (P&I) Coverage:** In the event that the activity to be completed by the Supplier/Contractor and/or subcontractors in working on the Order/Contract includes working with marine vessels, Protection and Indemnity cover is required to the liability limit of US\$ 2,000,000,000 (two billion US dollars) for all risks, except for pollution and contamination, the limit of which shall be US\$ 1,000,000,000 (one billion US dollars).

With regard to the hull, the Supplier/Contractor shall include a non-repetition of debt clause in favor of YPF in the event of damage or loss of the hull.

### 3.6.4 TURNKEY CONTRACT INSURANCE

Turnkey Contract Insurance, in addition to the general requirements in Sections 3.6.1 and 3.6.2, shall include the following:

**Contractor's Goods and Equipment Insurance:** The Supplier/Contractor shall submit to YPF an All Risks Insurance for Contractor's Goods and Equipment, including a clause waiving its rights of subrogation against YPF in the event of damage or loss.

**Transportation Insurance:** The Supplier/Contractor shall submit a transportation insurance policy covering the loss or damages sustained by goods and equipment that will become a part of the work/mounting that is the subject matter of the Order/Contract while in transit.

**Civil Liability Insurance for Land Operations:** The coverage for civil liability shall be at the Supplier/Contractor's expense and include coverage, subject to a limit of not less than US\$ 5,000,000 (five million US dollars), or as set forth in the Special Conditions of the Order/Contract, any and all liability arising from losses resulting from or related to the tasks included in the Order/Contract, including sudden and accidental pollution and contamination. The policy must provide that coverage of cross, contractual and subsidiary liability of contractors and subcontractors, liability for property and/or personal damage caused to third parties, and liability



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for property damage, bodily injury and any consequences thereof sustained by employees of the Supplier/Contractor, or any person related thereto under an employment or educational relationship shall be included, in all cases as from the start date of the Works to the expiration of the Warranty Period, without being the abovementioned a taxative coverage requirement.

**All Risks Insurance of Construction and Mounting in land operations:** The coverage for Risks of Construction and Mounting shall be at the Supplier/Contractor's expense and include the start-up period, workability tests and maintenance period, with a compensation limit equivalent to the value of the Contract.

### The policies of

- Mandatory Group Life Insurance
- Automobile Liability Insurance
- Transportation Insurance
- Liability Insurance for Land Operations
- All Risks Insurance of Construction and Mounting in land operations

shall include YPF as an additional co-insured party, transferring to it all compensation benefits.

### 3.6.5 WELL SERVICING INSURANCE

Well Servicing Insurance shall, in addition to the general requirements of Sections 3.6.1 and 3.6.2., include the following:

**Contractor's Equipment and Goods Insurance:** The Supplier/Contractor shall submit a Contractors Equipment and Goods All Risks insurance policy to YPF, including a clause waiving its rights of subrogation against YPF in the event of any damages or loss.

**Civil Liability Insurance:** The coverage for civil liability shall be at the Supplier/Contractor's expense and include coverage, subject to a limit of not less than US\$ 5,000,000 (five million US dollars), or as set forth in the Special Conditions of the Order/Contract, any and all liability arising from losses resulting from or related to the tasks included in the Order/Contract, including sudden and accidental pollution and contamination. The policy must indicate that coverage of cross, contractual and subsidiary liability of contractors and subcontractors, liability for property damage, bodily injury and any consequences thereof sustained by employees of the Supplier/Contractor, or any person connected thereto under any employment or educational relationship shall be included, in all cases from the start date of the Works to the expiration of the Warranty Period.

**Aircraft Hull Insurance and Civil Liability Coverage:** In the event that the activity to be performed by the Supplier/Contractor and/or subcontractors in working on the Order/Contract includes working with aircraft, including helicopters, the Supplier/Contractor shall carry civil liability insurance, Civil Liability Insurance covering passengers and Civil Liability Insurance covering, damage to property and cargo, subject to a single combined limit per occurrence, of US\$ 100,000,000 (a hundred million US dollars). YPF, its employees and/or agents shall be considered third parties for the purposes of this policy, and YPF shall be designated as an additional insured party, with the inclusion of a clause waiving any actions for recovery against YPF.



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The Supplier/Contractor shall subscribe an all-risks aircraft-hull insurance policy, which shall have the value thereof as the minimum limit and shall include a clause waiving actions for recovery against YPF in the event of damage or loss of the hull.

**Vessel Hull Insurance and Protection and Indemnity (P&I) Coverage:** In the event that the activity to be performed by the Supplier/Contractor and/or subcontractors in working on the Order/Contract includes working with marine vessels, Protection and Indemnity cover is required to the liability limit of US\$ 2,000,000,000 (two billion US dollars) for all risks, except for pollution and contamination, the limit of which shall be US\$ 1,000,000,000 (one billion US dollars).

With regard to the hull, the Supplier/Contractor shall include in its own policy a clause waiving actions for recovery against YPF in the event of damage or loss of the hull.

### 3.6.6 YPF PRODUCTS TRANSPORTATION INSURANCE

The products transportation services insurance shall, in addition to the general requirements of Sections 3.6.1 and 3.6.2, include the following:

**Civil Liability Insurance:** The Supplier/Contractor shall hold an Operations Civil Liability insurance policy to cover loading and unloading operations, sudden, unexpected and/or accidental contamination and/or pollution up to a limit of US\$ 2,000,000 (two million US dollars) per event, including YPF as an additional insured party for the tasks related to the contract.

**Cargo Insurance:** It shall be the principal's responsibility.

## 3.7 ANNEX VII. CONTROL OF CONTRACTORS. SUBMISSION OF DOCUMENTATION

Any contractors operating with YPF shall be monitored to ensure their compliance with their labor and social security obligations. Such monitoring shall include vehicles and equipment.

Monitoring shall be exercised according to the classification applied to each contract.

### 1 General considerations

a. Together with the first submittal of documentation, the Contractor shall designate and inform YPF of the person/s authorized to manage and represent the Supplier/Contractor, according to the Contractor Record and Monitoring Guidelines for Hired Personnel, which can be accessed through YPF's web page or by request upon receipt of the Order/Contract.

b. YPF shall agree that the Contractor submit a true copy of any documentation required, in perfectly legible form, signed and sealed by a representative of the Contractor authorized for this purpose, bearing the words "THIS IS A TRUE COPY OF ITS ORIGINAL DOCUMENT". However, the Contractor shall exhibit the original documents whenever so required, within the periods determined by applicable law.





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c. The contracting of self-employed personnel by the Contractor shall be accepted solely in the case of self-employed professionals that provide services on a temporary and non-continuous basis. No regular or continuous business/employment relationship shall be accepted nor should, any financial, hierarchical or technical dependence which could be indicative of the existence of a concealed employee status exist between self-employed personnel and the Contractor.

d. In cases where the control process is supported by an IT tool, it is the Contractor's obligation to comply with all requirements thereof by meeting the deadlines stipulated in the Contractor Record and Monitoring Guidelines for Hired Personnel.

e. Should the Contractor be registered in any payment plan in relation to its employment and/or social-security obligations, such plan must be terminated concluded prior to the termination of the existing contractual relationship, unless with the express authorization of a YPF Director. Likewise, no application shall be filed for a new payment plan if the Contractor is already registered in a previous one.

f. In those cases in which the Contractor subcontracts third parties to perform works or provide services that were not included in the awarded technical offer, within and/or outside YPF's facilities, the Contractor shall previously inform in writing to the controlling study that such subcontracting was approved by the Inspector of the Contract. In the event the subcontracting as the main object of the Contract the Inspector shall inform YPF's Procurement Department about such situation. According to the Contractor Record and Monitoring Guidelines for Hired Personnel stated in Annex XI "Communication of Subcontractors", the Contractor shall inform the first and last names of the natural person or the name of the legal person that shall act as Subcontractor. If these details are not provided, admission documents shall be rejected.

g. If there is more than one Order/Contract, the requested documents must be submitted for each of them, unless the resources are exactly the same. In the latter case, a single copy of the documentation with different cover sheets must be submitted for each of the Orders/Contracts.

h. If any observations are made regarding the documentation submitted, the Contractor shall submit, in a single delivery, any complementary documents as required in answer to such observations, duly identified by contract and period. Only one filing shall be allowed in addition to the monthly filing.

If after the supplementary submittal any requirements remain unfulfilled, this may be remedied in the next monthly submittal.

## 2. Obligations of the Contractor

### a) Registration, Allocation, Update and Discharge

The Contractor shall register its employees, vehicles and equipment, allocate the vehicles and equipment to the contract, and generate the request for allocation of the appropriate personnel,





## YPF GENERAL PURCHASE AND CONTRACTING CONDITIONS

which shall be approved or rejected by the Contract Inspector, the Head of RyCPC, and the Head of HR.

Additionally, the Contractor must keep such information updated and inform all discharges/deallocations that may occur.

### **b) Documentation**

Once the approval of the request for allocation has been obtained, the documentation required by the Contractor Record and Monitoring Guidelines for Hired Personnel shall be submitted not less than 72 business hours prior to the stipulated date of entry. Insurance must be kept up to date and documentation must be submitted in a timely manner according to the formal requirements established by YPF.

### **c) Communication**

Any communications between the Contractor and YPF must be formally made through the Service Order Book/Company Request Book, or equivalent register.

## **3. Audit controls**

Documents shall be controlled in accordance with the provisions of the Record and Control of Hired Personnel Monitoring Guidelines, in four stages:

### **a) Prior to the commencement of the Contract**

The Contractor shall declare: its own and its subcontractors' personnel, vehicles and equipment to provide the service which is the subject matter of the Order/Contract.

### **b) Upon commencement of the execution of the Order/Contract**

At the time of entry into the facilities of YPF, the Contractor must submit to the Contract Inspector any supporting documentation required for the issuance of the respective access cards.

### **c) During the execution of the Contract**

The Contractor shall present a list of the resources applied for each Order/Contract pursuant to the monthly check list, together with all other required documents.

### **d) Upon completion of the activities**

Contractors shall inform their own and their subcontractors' employees that cease to be available to perform services under the Order/Contract at the time of such cessation, and specify the reason for their deallocation.

## **4. Penalties for breach of contract**

- Failure to submit critical documentation then required: The Contractor shall be authorized to continue performing the works and be demanded, by means of a Service Order, to cure such



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failure within a specified period and under warning of interruption of the works under the Contractor's liability. If such failure is not cured within the period stipulated in the service order, works shall be interrupted.

- Failure to submit evidence of Insurance: In this case, the employees whose documentation has not been presented shall not be allowed access, and the Contractor shall be demanded by a Service Order to cure such failure within a specified period under warning that said personnel shall be denied admittance until such failure is cured
- Failure to submit a Sworn Statement of Regular Psychological and Physical Examination. In such an event, any employees whose documents have not been presented shall be denied access.

Also, pursuant to the provisions of YPF procedures, in case of a failure to submit the required documentation as specified by YPF and/or the group companies, an amount shall be withheld retention on the billing for the relevant period.

If such failure continues in successive periods, a second withholding shall be applied, after which, if the failure is not remedied, YPF and/or the group companies may withhold increasingly larger amounts and even terminate the Contract under the sole liability of the Contractor.

The entire withheld amount shall be reimbursed once the contractor has submitted all the missing documentation that gave rise to such withholdings and received approval from the corresponding Controlling Study on the specified audit dates.