

LR Reference Number: Q07-09/01 EDC	
Name of Client ASINCRO INC.	
Address 1560 Sawgrass Corporate Parkway, 4th floor, Sunrise, FL 33323 001-954-331-8113 / 001-954-331-4601 PIC: Jose Carlos Giannattasio Tel +58 212 9760594	Telephone no. +1 954 331 8113 +1 954 331 4601
	Fax no.
	Email Address aescalona@asincro.com
Service(s) required Provide Technical Assistance for the Inspection in the USA of Two (02) Turbo-Generating Units model GE LM 6000 PC and Two (02) Turbo-Generating Units model GE LM 2500 as per the attached scope of inspection. [Servicios de Asistencia Técnica para la Inspección en USA de Dos (2) Unidades de Generación modelo GE LM 6000 PC y Dos (2) Unidades de Generación modelo GE LM 2500 según Documento adjunto.]	
Fees NINE THOUSAND NINE HUNDRED SEVENTY FIVE U.S. DOLLARS (U.S.\$ 9,975.00) [NUEVE MIL NOVECIENTOS SETENTA Y CINCO DÓLARES AMERICANOS (9.975 \$ EE.UU)]	
At (location / site) Houston, Texas and Sedalia, Missouri	
This Contract is between Lloyd's Register Central and South America Limited (hereinafter referred to as LR) and the Client and is subject to the terms and conditions on this document.	

TERMS AND CONDITIONS

- In these terms and conditions: (i) "Services" means any and all services provided to the Client by any entity that is part of the LR Group, as hereinafter defined; (ii) the "Contract" means this agreement for supply of the Services; and (iii) the "LR Group" means LR, its affiliates and subsidiaries, and the officers, directors, employees, representatives and agents of any of them, individually or collectively.
- The Client agrees to pay all undisputed portions of invoices for the Services within 30 days of the invoice date. LR reserves the right to charge interest at an annual rate of 2% above the greater of the London Interbank Offered Base Rate (LIBOR) or the equivalent in the country where the Client maintains its principal office on any amount remaining unpaid beyond 30 days, and may withhold any or all Services until the arrears, including interest, are paid.
- LR reserves the right to charge for any work that is additional to that originally quoted.
- LR will keep confidential and not use or disclose to any third party outside the LR Group any data, plan or other technical information received from the Client except as may be required by law or as may be authorised by the Client. This obligation will survive termination of the Contract. This obligation will not apply to any data, plans or other technical information that was in the LR Group's possession before its disclosure by or on behalf of the Client to the LR Group, or becomes part of the public domain through no fault of the LR Group or otherwise becomes available to the LR Group from an independent source not under a confidentiality obligation to the Client.
- The Client shall indemnify and hold all members of the LR Group harmless from all claims, costs, proceedings, damages and expenses, (including legal and other professional fees and expenses), awarded against or incurred or paid by any member of the LR Group as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights (including copyright) or other rights arising out of the use or supply of the information by or on behalf of the Client to any member of the LR Group.
- This Contract continues in force until terminated by LR or the Client, after giving the other party 30 days' written notice.
- If the Contract is terminated by LR or the Client before the Services under the Contract are completed, LR's fees will be calculated on a pro rata basis up to the date of termination. Any reasonable costs directly attributed to early termination and any amounts then due to LR will immediately become payable.
- The Services do not assess compliance with any standard other than the applicable codes or other standards that are expressly agreed in writing with the Client.
- If the Client requires Services from an LR Group entity other than LR, the Client hereby acknowledges and agrees that

these Services will be performed by a subsidiary or affiliate of LR that is part of the LR Group. The Client accepts that, by entering this Agreement, the certificate or other deliverables produced to verify compliance with the requirements of national authorities will be issued on behalf of Lloyd's Register Verification Limited, where Lloyd's Register Verification Limited is the Lloyd's Register Group company in which the approval or accreditation is vested.

10. In providing Services, information, or advice, the LR Group does not warrant the accuracy of any information or advice supplied. Except as set out in these Terms and Conditions, LR will not be liable for any loss, damage, or expense sustained by any person and caused by any act, omission, error, negligence, or strict liability of any of the LR Group or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group even if held to amount to a breach of warranty. Nevertheless, if the Client uses the Services or relies on any information or advice given by or on behalf of the LR Group and as a result suffers loss, damage, or expense that is proved to have been caused by any negligent act, omission, or error of the LR Group or any negligent inaccuracy in information or advice given by or on behalf of the LR Group, then LR will pay compensation to the Client for its proved loss up to but not exceeding the amount of the fee (if any) charged by LR for that particular service, information, or advice.
11. Notwithstanding the previous clause, the LR Group will not be liable for any loss of profit, loss of contract, loss of use, or any indirect or consequential loss, damage, or expense sustained by any person caused by any act, omission, or error or caused by any inaccuracy in any information or advice given in any way by or on behalf of the LR Group.
12. No LR Group entity will be liable or responsible in negligence or otherwise to any person not a party to the agreement pursuant to which any certificate, statement, data, or report is

issued by an LR Group entity for (i) any information or advice expressly or impliedly given by an LR Group entity, (ii) any omission or inaccuracy in any information or advice given, or (iii) any act or omission that caused or contributed to the issuance of any certificate, statement, data, or report containing the information or advice. Nothing in these Terms and Conditions creates rights in favour of any person who is not a party to the Contract with an LR Group entity.

13. No omission or failure to carry out or observe any stipulation, condition or obligation to be performed by LR under this Contract will give rise to any claim against that entity or any other LR Group entity, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control.
14. Any dispute, claim, or litigation between any member of the LR Group and the Client arising from or in connection with the Services provided by LR shall be subject to the exclusive jurisdiction of the English courts and will be governed by English law.
15. No addition, alteration or substitution of these Terms and Conditions will bind LR or form part of this Contract unless it is expressly accepted in writing by an authorised LR representative who expressly states in writing that LR is agreeing to alter these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any document purporting to impose different terms, these Terms and Conditions will prevail.
16. The Client has a duty to provide a safe place of work for LR's surveyors. This duty relates to places of work which are under the control of the Client which can include ships, shipyards, offshore platforms, factories, foundries, refineries and offices.
17. LR in its discretion may withhold or withdraw any certificate or report in the event of non-payment of any fee.

Client's Stamp

ASINCRO C.A.

Client's Signature

Name in CAPITALS

JOSE CARLOS GIANNATTASIO

Date

31 JULIO 2009

Client's reference

EDC-TCE-CA0017-09

Quoting Reference

Q07-09/01 EDC

Issuing LR office: CARACAS

Lloyd's Register Central And
South America Limited
Caracas Office
Initials: CF

Lloyd's
Register