

## PODER

En la ciudad de Amberes a los 27 días del mes de agosto del 2009, el señor Philippe Huybrechs a nombre y en representación de MANUCHAR NV, manifiesta:

### **PRIMERA.- COMPARECIENTES.-**

Comparece el señor Philippe Huybrechs en su calidad de Managing Director y como tal, representante legal de MANUCHAR NV, legalmente constituida bajo las leyes de Bélgica con domicilio principal en la ciudad de Amberes, a la que en adelante se la denominará simplemente "LA MANDANTE", quien en forma libre y voluntaria a través del presente otorga poder a favor de los abogados Doctores José Rafael Meythaler Baquero y/o Carlos Alfonso Larreátegui Nardi y/o Margarita Rosa Zambrano Albuja, a quienes en adelante se los podrá denominar simplemente "MANDATARIOS", para que de forma individual o conjunta, representen a la MANDANTE en la República del Ecuador.

### **SEGUNDA.- AMBITO DEL MANDATO.-**

Los MANDATARIOS están facultados para representar a la MANDANTE en todos los actos y contratos que se deriven de la calidad de accionista de **QUIMICA INDUSTRIAL MONTALVO AGUILAR QUIMASA S.A.** de nacionalidad ecuatoriana, en la cual la MANDANTE posee acciones. Para el cumplimiento de este encargo podrán realizar todos los actos necesarios para ejercer los derechos y cumplir con las obligaciones que le correspondan a la MANDANTE en su calidad de accionista, en especial: suscribir certificados provisionales y títulos de acciones; comparecer a las Juntas Generales de Accionistas; presentar peticiones al Superintendente de Compañías; presentar la información a la que esté obligada según la legislación ecuatoriana, en calidad de accionista; registrar las inversiones que realice la MANDANTE en el Banco Central del Ecuador.

Los Mandatarios tienen la atribución de contestar demandas e intervenir judicial y extrajudicialmente para defender los derechos e intereses de la MANDANTE; realizar y celebrar a nombre de la MANDANTE, todos los actos y contratos que se requieran ante las entidades y/o autoridades competentes, judiciales, administrativas, públicas, semipúblicas o privadas del Ecuador.

En general, los MANDATARIOS podrán hacer, a nombre de la MANDANTE, todo aquello que sea necesario para cumplir a cabalidad con el mandato conferido y para proteger los derechos e intereses de la MANDANTE, por lo que ninguna entidad y/o autoridad pública o privada del Ecuador podrá alegar insuficiencia de poder. Los MANDATARIOS por ningún motivo serán personalmente responsables de las obligaciones de la MANDANTE, conforme lo dispone el artículo 1 de la Ley Reformatoria a la Ley de Compañías del Ecuador, publicada en el Registro Oficial No. 591 de 15 de mayo del 2009.

## GENERAL CONDITIONS OF SALE

1. Offers are submitted without engagement. Offers are made on basis of the current price. Final invoicing will be based on prices valid at the time of delivery, unless otherwise agreed upon.

A verbal agreement will be binding only if and insofar it has been confirmed in writing or/and insofar it has been fulfilled by shipment and invoicing of the goods. Variations from these conditions, especially deviating stipulations by the buyer, shall only be valid after confirmation in writing by the seller.

2. The delivery dates are not binding but are merely given as an indication, unless expressly agreed upon otherwise.

3. We shall be relieved of our obligation to supply as long as the buyer is in arrears with payment, this without notice and without prejudice to the seller's right of compensation. If any doubt exists as to the solvency of the buyer, we reserve the right to halt deliveries until satisfactory securities have been provided or advance payment has been made.

Non-fulfillment of the terms and conditions of this contract shall be considered as «breach of contract», the buyer-contractant will be held liable for all the costs that result of this non-performance.

Force majeure, breakdowns, shortage of labour, power or raw-materials, strikes, lock-outs, transport-holdups and official restraint shall extend delivery dates for a reasonable period of time. They shall also entitle us to withdraw from the unfulfilled sections of the contract without incurring any liability.

4. All shipments are effected at the buyer's risk. Route and means of transportation shall be determined by the seller. Buyer's wishes shall be taken into consideration as far as possible. The most recent version of the «INCO-terms», issued by the International Chamber of Commerce, shall apply, except where they are different from the conditions of sale.

5. Any complaints concerning quality or quantity must be presented at the latest within seven calendar days after delivery of the goods in general.

In particular, in case of FAS/FOB-shipments, claims must be presented prior to delivery on quay/board of the vessel in the port of shipment.

In case of CFR/CIF-shipments, claims must be presented at the latest seven days after arrival of the

vessel in the port of unloading.

A complaint or any other invoice-discussion can never exonerate the debtor from payment.

For claims that were presented in good time and considered to be justified, the seller reserves the right to replace or partly replace damaged goods or to partly or in full refund the invoice amount. All other and exceeding damages are herewith expressly rejected.

6. The goods remain property of the seller until full payment of the related buyer's invoice.

The buyer is obligated to participate in all actions the seller undertakes to guard his interests. The buyer is expected and obligated to inform the seller of any action which may have a negative impact on the seller's rights of ownership.

7. The prices of this contract are based on the rate of exchange on the date of contract.

Any loss as a consequence of the volatility in exchange rates is on buyer's account.

Any increase in freight, customs or duties subsequent to the conclusion of this contract is for account of the buyer.

8. The buyer commits himself to collect/accept all documents when presented by the bank/seller's agents. Further, he will undertake all measures necessary for the immediate transfer of the funds.

9. Any amounts that remain unpaid on due date, incur interest at a rate of two percent per annum above the central bank rate of discount of the country where the invoice was issued, without further notice.

10. If, within a period of 15 days starting from the forwarding by registered mail of a notice of default, the amount due has not been paid, the amount will, in addition to the interests stipulated in art. 9, automatically be increased by 15% as contractual and irreducible damages for administration expenses and commercial perturbations.

### 11. LAW AND DISPUTES.

The sales contract will be governed by the Belgian law.

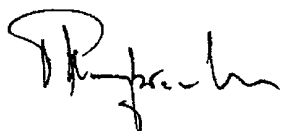
All judicial suits must be brought before the Commercial Court of Antwerp.

**TERCERA.- FORMALIDADES.-**

De conformidad con lo dispuesto en el artículo 1 de la Ley Reformativa a la Ley de Compañías del Ecuador, publicada en el Registro Oficial No. 591 de 15 de mayo del 2009, el presente poder no deberá ni inscribirse ni publicarse por la prensa en el territorio ecuatoriano.

**CUARTA.- DURACION.-**

El presente poder se confiere por tiempo indefinido

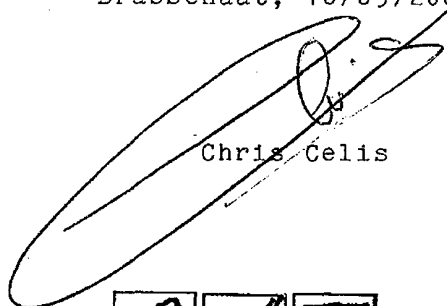
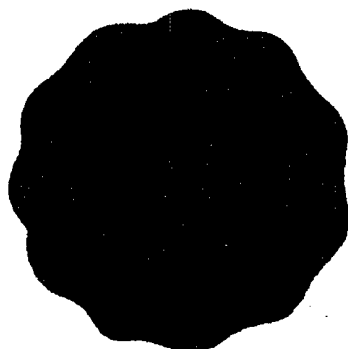


Philippe Huybrechs  
Managing Director  
Pasaporte n° EF819662

MANUCHAR NV

El infrascrito, Chris. Celis, Notario Publico en Brasschaat, Bélgica, certifica la autenticidad de la firma de Don Philippe Huybrechs.

Brasschaat, 16/09/2009



Chris Celis



**CELIS Chris**  
NOTARIS  
Burgerlijke Vennootschap  
onder de vorm van een BVBA  
Door Verstraetel 38  
2930 BRASSCHAAT



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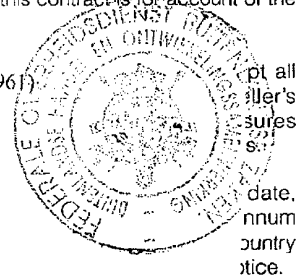
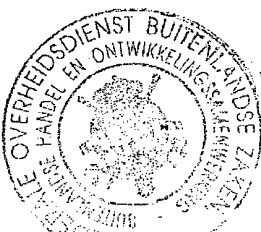
## APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: België
2. Deze openbare akte is ondertekend door: Celis, Chris
3. Handelend in de hoedanigheid van: Notaris
4. Is voorzien van het zegel/ de stempel van: Notaris  
Brasschaat

### Voor echt verklaard

5. Te Brussel
6. Op: 17/09/2009
7. Door de Federale Overheidsdienst Buitenlandse Zaken, Buitenlandse Handel en Ontwikkelingssamenwerking
8. Onder nr. 9805090917198611
9. Zegel / Stempel:



10. Ondertekening:

Melanie Carote

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CARGO CONFORME LO ORDENA LA LEY

QUITO, A 18 DE 02 DEL 2014

LA NOTARIA

NOTARIA TRIGESIMA SEGUNDA  
DRA. GABRIELA CADENA LOZA  
QUITO - ECUADOR