



2013-17-01-37-P

NOTA DE FACTURA:.....
NOTARIO:.....



PROTOCOLIZACIÓN DE LA FIEL COPIA DEL PODER

FECHA

OTORGADA EL 01 DE JULIO DEL 2013

OTORGADA POR

MANUCHAR NV

MANDANTE

A FAVOR DE

050101605-9	JOSÉ RAFAEL MEYTHALER BAQUERO	MANDATARIO
	CARLOS ALFONSO LARREATEGUI NARDI	MANDATARIO
170629802-1	MARGARITA ZAMBRANO ALBUJA	MANDATARIA

OBJETO

FIEL COPIA DEL PODER

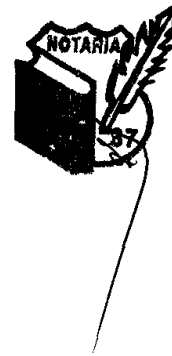
CUANTÍA

INDETERMINADA

DI: 2 COPIAS + 2

HR. -

Larreátegui, Meythaler & Zambrano
ABOGADOS



Quito, 01 de julio de 2013

Doctor
Roberto Dueñas Mera
Notario Trigésimo Séptimo del Cantón Quito
Presente.-

Andrés Rubio Puente, abogado en libre ejercicio, solicito a usted comedidamente se sirva protocolizar en el Registro de Escrituras Públicas de la Notaria actualmente a su cargo, el siguiente documento que adjunto:

Poder otorgado por la compañía MANUCHAR NV, a favor de los doctores José Rafael Meythaler Baquero y Margarita Zambrano Albuja, debidamente apostillado.

Esta solicitud la fundamento en el artículo 18 número 2 de la Ley Notarial vigente.

Atentamente,

Andrés Rubio Puente
ABOGADO, MAT. 17-2012-257 FA

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 **SOCIEDAD DE EXPORTACION E IMPORTACION MAPRIPLASTEC DEL ECUADOR 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.

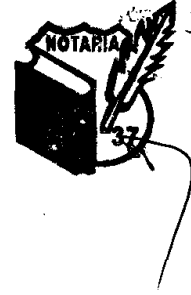
Los Mandatarios tienen la atribución de contestar demandas e intervenir judicial y extrajudicialmente para defender los derechos e intereses de la MANDANTE; realizar y celebrar a nombre de la MANDANTE, todos los actos y contratos que se requieran ante las entidades y/o autoridades competentes, judiciales,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

Manuchar NV
Rietschoorvelden 20
B-2170 Antwerp
Belgium

+32 3 640 93 02
+32 3 640 93 30
contact@manuchar.com
www.manuchar.com

VAT BE0407.045.751
RPR Antwerpen
Verg./Lic. 1713.001



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-fulfilment 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.

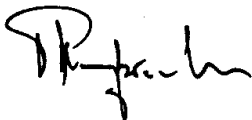
All judicial suits must be brought before the Commercial Court of Antwerp.

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

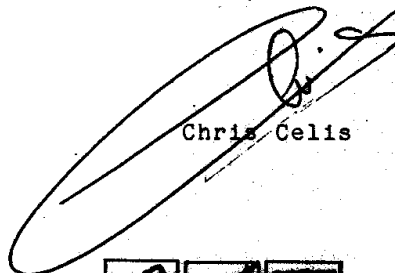
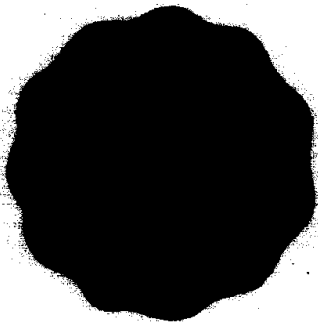


Philippe Huybrechs
Managing Director
Pasaporte n° EF819662

MANUCHAR NV

El infrascrito, Chris Celis, Notario Público 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 Verstreken 38
2830 BRASSCHAAT

Manuchar NV
Rietschoorvelden 20
B-2170 Antwerp
Belgium

☎ +32 3 640 93 02
☎ +32 3 640 93 30
✉ contact@manuchar.com
🌐 www.manuchar.com

VAT BE0407.045.751
RPR Antwerpen
Verg./Lic. 1713.001



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 that result

Force major
or raw materials
and official reasons
us to with
contract v

4. All ship
and means
by the seller
consider
version of
Chamber
are different

5. Any cost
be present
after delivery
In particular
must be
the vessel
In case
present

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

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:

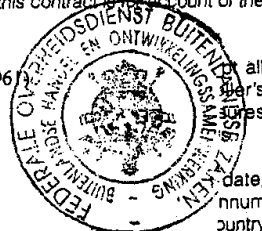
10. Ondertekening:



RAZON: CERTIFICO QUE EL PRESENTE ES FIEL FOTOCOPIA DEL DOCUMENTO QUE ANTES DEL MISMO QUE ME FUE PRESENTADO POR EL INTERESADO EN... (FOVA(S) ÚTILES) HABIENDO ARCHIVADO UNA IGUAL EN EL PROTOCOLO DE LA NOTARIA TRIGESIMA SEPTIMA ACTUALMENTE A MI CARGO CONFORME LO ORDENA LA LEY. QUITO A 01 DE 5013 2013 DEL



LA NOTARIA
NOTARIA TRIGESIMA SEPTIMA SUPLENTE
Abgda. Mercedes Dávila de Ramírez
Quito - Ecuador



in the
default,
will,
auto-
ar and
es and

Belgian
re the



.....ZÓN DE PROTOCOLIZACIÓN: A PETICIÓN ESCRITA DEL ABOGADO ANDRÉS RUBIO PUENTE, CON MATRICULA DIECISIETE GUIÓN DOS MIL DOCE GUIÓN DOSCIENTOS CINCUENTA Y SIETE DEL FORO DE ABOGADOS DE LA JUDICATURA. PROTOCOLIZO EN EL REGISTRO DE ESCRITURAS PÚBLICAS DEL PRESENTE AÑO, DE LA NOTARIA TRIGÉSIMA SÉPTIMA DEL CANTÓN QUITO, ACTUALMENTE A MI CARGO, ANTE MI ABOGADA MERCEDES DÁVILA DE RAMÍREZ, NOTARIA TRIGÉSIMA SÉPTIMA SUPLENTE DEL CANTÓN QUITO, ENCARGADA DEL PROTOCOLO DE ESTA NOTARIA DE ACUERDO A OFICIO NÚMERO 2500/DP/DDP DE FECHA VEINTE Y SIETE DE JUNIO DEL DOS MIL TRECE, EMITIDO POR EL DOCTOR JOSÉ ANTONIO CEDEÑO ARMAS, DIRECTOR PROVINCIAL DE PICHINCHA DEL CONSEJO NACIONAL DE LA JUDICATURA, DE LA FIEL COPIA DEL PODER QUE OTORGA MANUCHAR NV A FAVOR DEL DOCTOR JOSÉ RAFAEL MEYTHALER BAQUERO Y/O CARLOS ALFONSO LARREATEGUI NARDI Y/O MARGARITA ZAMBRANO ALBUJA.- TODO LO CUAL CONSTA EN TRES FOJAS ÚTILES Y CON ESTA FECHA.- QUITO, A UNO DE JULIO DEL DOS MIL TRECE.

Notaria 37
LA NOTARIA
NOTARIA TRIGÉSIMA SÉPTIMA SUPLENTE
Abgda. Mercedes Dávila de Ramírez
Quito - Ecuador

SE PROTOCOLIZO ANTE MI, Y EN FÉ DE ELLO CONFIERO ESTA **C U A R T A** COPIA CERTIFICADA DE LA PROTOCOLIZACIÓN DE LA FIEL COPIA DEL PODER QUE OTORGA MANUCHAR NV A FAVOR DEL DOCTOR JOSÉ RAFAEL MEYTHALER BAQUERO Y/O CARLOS ALFONSO LARREATEGUI NARDI Y/O MARGARITA ZAMBRANO ALBUJA.- DEBIDAMENTE SELLADA Y FIRMADA EN QUITO, A UNO DE JULIO DEL DOS MIL TRECE.-

Notaria 37
LA NOTARIA
NOTARIA TRIGÉSIMA SÉPTIMA SUPLENTE
Abgda. Mercedes Dávila de Ramírez
Quito - Ecuador

