	Fecha:	**/junio/2011.-**
DICTÁMEN UOC/N°:	**08 /2011.-**	
C.D.E N°	**06/2011.-**	
DESCRIPCIÓN :	**Para el mantenimiento preventivo y correctivo de maquinarias de la marca Clarke.**	

INCISO DE EXCEPCIÓN INVOCADO, según el Art. 33 de la Ley 2051/03.-	
a.-	el contrato sólo pueda celebrarse con una determinada persona por tratarse de obras de arte, titularidad de patentes, derechos de autor u otros derechos exclusivos.-

Visto: *El* ***Memorándum S/N°****, de la Gerencia de Mantenimiento del A.I.S.P., los* ***Certificados de Empresa ULTRA S.R.L.****, y el* ***Certificado de Disponibilidad Presupuestaria;*** ----------

Considerando: que, como antecedentes justificantes de la excepción, se pueden mencionar los siguientes documentos:

A.- Justificación de las Áreas solicitantes:

En el ***Memorándum S/N°****, de fecha 15 de abril de 2011, de la Gerencia de Mantenimiento, dependiente de la Dirección de Aeropuertos, se fundamenta que la solicitud obedece que la firma ULTRA S.R.L., es representante exclusivo en el Paraguay de los equipos de la marca CLARKE, y teniendo en cuenta que la empresa* ***ULTRA S.R.L., remite cartas de representación de las empresas CLARKE****, se sugiere su contratación.*----------

B.- Certificados:

La empresa ***ULTRA S.R.L.****, ha remitido copia del Certificado de CLARKE, como Distribuidora autorizada para la venta, provisión y servicio en el Territorio del Paraguay para todas las máquinas limpiadoras de pisos CLARKE, accesorios y repuestos.*

Además está autorizada a firmar todos los contratos de licitaciones privadas, nacionales e internacionales, cubriendo el suministro de nuestros equipos dentro de los límites del contrato de distribución firmado y del territorio asignado a dicha firma.----------

C.- Declaración Jurada de la empresa:

La empresa **ULTRA S.R.L.**, presenta una **Declaración Jurada**, en la que menciona que son representantes exclusivos para ofrecer los productos y servicios de la firma CLARKE en la República del Paraguay.------

D.- Disponibilidad Presupuestaria:

Que, por **C.D.P. N°: 202/2011**, de fecha 04 de mayo de 2011, el Departamento de Presupuesto, dependiente de la Sub Dirección de Administración y Finanzas, certifica que existe disponibilidad en el Rubro 240 – Gastos por servicio de aseo, mantenimiento y reparaciones, para afrontar el presente llamado.----------

Que, la situación planteada se encuadra dentro de los motivos mencionados en el ***Art. 70*** *del* ***Decreto N° 21909/03*** *que pueden ser invocados, para realizar el procedimiento por vía de la excepción.*----------

Por tanto: *conforme a lo expuesto precedentemente, y de conformidad a los documentos presentados, considero suficientemente justificado el procedimiento de* ***Contratación vía Excepción*** *para el mantenimiento preventivo y correctivo de equipos CLARKE, a ejecutarse en el presente Ejercicio con el* ***Código CDE N° 06/2011****, del Programa Anual de Contrataciones de la DINAC, en vista a que la empresa ULTRA S.R.L., es la empresa autorizada para prestar los servicios requeridos por la convocante para la contratación del servicio ut supra citado.* ----------

DIRECCIÓN NACIONAL DE AERONÁUTICA CIVIL (DINAC) Unidad Operativa de Contrataciones

LIC. CHRISTIAN EDGAR FLORES PINO
Coordinador – U.O.C.
DINAC

ROBERT DeVOURSNEY
Vice President - International Marketing

CLARKE

REF: PUBLIC BID CERTIFICATION

TO WHOM IT MAY CONCERN:

CLARKE DIVISION OF CLARKE GRAVELY CORPORATION CERTIFIES THAT "ULTRA S.R.L." DOMICILED IN CALLE OLIVA 243, OF THE CITY OF ASUNCION, PARAGUAY IS OUR AUTHORIZED DISTRIBUTOR FOR THE SALE, SUPPLY AND SERVICE IN THE TERRITORY OF PARAGUAY, FOR ALL CLARKE FLOOR CLEANING MACHINES, ACCESSORIES AND PARTS.

CLARKE DIVISION, ALSO STATES THAT "ULTRA S.R.L." IS AUTHORIZED TO SIGN ALL PRIVATE, NATIONAL AND INTERNATIONAL, BID CONTRACTS COVERING THE SUPPLY OF OUR EQUIPMENT WITHIN THE LIMITS OF THE SIGNED DISTRIBUTOR AGREEMENT AND THE TERRITORY ASSIGNED THEM.

CLARKE DIVISION,
CLARKE-GRAVELY CORPORATION

R. J. DeVoursney

R. J. DEVOURSNEY, VICE PRESIDENT
INTERNATIONAL MARKETING

State of Michigan
County of Muskegon

Subscribed and sworn to before me this 29th day of November, 1979.

Shirley A. Bancroft
Notary Public
Commission expires June 20, 1981

STATE OF MICHIGAN
COUNTY OF MUSKEGON
CITY OF MUSKEGON } ss.

I, The Clerk of the County of Muskegon (and also Clerk of the Circuit Court therein, the same being a court of record of the aforesaid county, having by law a seal):

DO HEREBY CERTIFY, That Shirley A. Bancroft whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavid, a Notary Public, duly commissioned and sworn and residing in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to her official acts; and I further certify that I am well acquainted with her handwriting and verily believe that the signature of the attached certificate is her genuine signature.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 29th day of November A.D., 1979.

Margaret H. Greenwood
Muskegon County Clerk

CONSULADO DEL PARAGUAY
CHICAGO, ILLINOIS • U.S.A.

El que suscribe EULOGIO M. DIÑA Vice Cónsul de la República del Paraguay en los Estados Unidos de América con asiento en la ciudad de Chicago:

MARGARETH H. GREENWOOD, Oficial de Registro, del Condado Muskegon, del Estado de Michigan, EE.UU. DE NORTE AMERICA. - - - -

es auténtica y de su puño y letra, por ante este Consulado.

Eulogio Diña
Vice Cónsul del Paraguay

VISTO EN ESTE CONSULADO DEL PARAGUAY, en los Estados Unidos de América del Norte:
Libro de Registro: 308
Libro de Arancel: 85
Derechos Percibidos: $ A Reponer
Chicago, Illinois

Eulogio Diña
Vice Cónsul del Paraguay

Serie A

-3-

Nº 2835255

REPUBLICA DEL PARAGUAY 80 GUARANIES

DIRECCION DE IMPUESTOS ...

OCHENTA GUARANIES

REPUBLICA DEL PARAGUAY ₡ 100 1991 0481238 | REPUBLICA DEL PARAGUAY ₡ 100 0481239 | REPUBLICA DEL PARAGUAY ₡ 10 | REPUBLICA DEL PARAGUAY ₡ 10 | REPUBLICA DEL PARAGUAY ₡ 50

MINISTERIO DE RELACIONES EXTERIORES

MINISTERIO DE RELACIONES EXTERIORES
Dpto. DE LEGALIZACIONES

1582

CERTIFICO: Que la firma que antecede y dice: Eulogio Medina Consul del Bromana Anegaza - EW.

guarda similitud con el Registro obrante en este Departamento.

Asunción 21 ENERO 91

MINISTERIO DE RELACIONES EXTERIORES DEPARTAMENTO DE LEGALIZACIONES DIRECCION

Mº ARTURO BRUGADA LOPEZ
Sub Director del Dpto. de Legalizaciones

DIRECCION GENERAL DE LOS REGISTROS PUBLICOS
MESA DE ... Reg. de Poderes y Bug.
Presentado hoy 27 SEP 1995 Hora: 9:40
Bajo Número: 24055

Encargado

NO SE PERMITE ESCRIBIR ENTRE LOS RENGLONES

FRANK M. SAMSON
TRADUCTOR PUBLICO MATRICULADO
Azara 180 Of. 102
☎ 449589
Asunción - Paraguay

TRADUCCION

INGLES
ALEMAN
FRANCES
PORTUGUES
ITALIANO
CASTELLANO

— 4 —

C L A R K E

Robert De Voursney
Vice Presidente - Marketing
Internacional

Asunto: CERTIFICACION DE LICITACION PUBLICA

A QUIENES CONCIERNA:

La División Clarke, de Clarke Gravely Corporation, certifica que "ULTRA S.R.L.", con domicilio en la Calle Oliva 243 de la Ciudad de Asunción, Paraguay, es nuestra distribuidora autorizada para la venta, provisión y servicio en el territorio del Paraguay para todas las máquinas limpiadoras de pisos Clarke, accesorios y repuestos.

La División Clarke declara además que "ULTRA S.R.L." está autorizada a firmar todos los contratos de licitaciones privadas, nacionales e internacionales, cubriendo el suministro de nuestros equipos dentro de los límites del Contrato de Distribución firmado y del territorio asignado a dicha firma.

Clarke Division,
Clarke-Gravely Corporation
(Fdo.) R. J. Devoursney,
Vice Presidente
Marketing Internacional

Estado de Michigan
Condado de Muskegon

Suscripto bajo juramento ante mí, en fecha 29 de Noviembre de 1979.

(Fdo.) Shirley A. Bancroft,
Escribana Pública
Con expiración de licencia
el 20 de Junio de 1981

(Nota del Traductor: Consta un sello a troquel de la citada Escribana Pública, la legalización del Secretario del Condado de Muskegon y Secretario del Tribunal de Circuito, un sello del citado Tribunal y sigue la legalización del Consulado del Paraguay en Chicago, Illinois, EE.UU.).----------

...//

FRANK M. SAMSON
TRADUCTOR PUBLICO MATRICULADO
Azara 180 Of. 102
449589
Asunción - Paraguay

TRADUCCION

INGLES
ALEMAN
FRANCES
PORTUGUES
ITALIANO
CASTELLANO

Yo, el suscripto, declaro bajo fe de juramento que ésta es una traducción fiel y correcta al castellano de las partes pertinentes de un documento redactado en idioma inglés, que al efecto tuve a la vista y a las cuales me remito.- DOY FE con mi firma y sello, en la Ciudad de Asunción, Capital del Paraguay, a los 21 días del mes de Enero de 1991.- Corregido: "Distribución".- Vale.-

DISTRIBUTOR SALES AGREEMENT

THIS AGREEMENT, made between Clarke Division of Clarke-Gravely Corporation, 2800 Estes Street, Muskegon, Michigan - 49441, hereinafter called "COMPANY", and

ULTRA S.R.L.
Oliva 243
Asuncion, Paraguay

hereinafter called "DISTRIBUTOR".

WITNESSETH:

In consideration of the premises and agreements herein contained, the parties hereby agree as follows:

Territory Granted.

1. Subject to the terms and conditions of this Agreement, Company hereby grants to Distributor the non-exclusive right to sell directly or through dealers appointed by Distributor Clarke Products, as herein defined, with the following sales territory:

PARAGUAY (hereinafter called the "TERRITORY").

Clarke Products Defined.

2. Clarke Products as used herein shall mean those products, accessories and parts, listed on Schedule A attached hereto, and such schedule may be changed by the Company from time to time.

Sales Promotion.

3. Distributor agrees to use his best efforts to introduce and sell Clarke Products in the Territory and, without limiting the generality of the foregoing, specifically to do the following:

(a) To maintain a sufficient force of trained salesmen to adequately cover the Territory;

(b) To demonstrate and to cause his salesmen and dealers to demonstrate the Clarke Products;

(c) To identify himself as a distributor of Company's Clarke Products in business listings and directories, upon his stationery and in advertisements, and to place the name of the Clarke Product line in reasonably large print on the exterior of the Distributor's building;

(d) To assist his dealers in sales, advertising and service;

(e) To employ the advertising data offered by Company according to Company's instructions and to require his salesmen and dealers to do so;

(f) To maintain an adequate stock of the Clarke products;

(g) To maintain satisfactory displays of the Clarke products within his establishment and to require his dealers to do so.

Service.

4. Distributor agrees to use his best efforts to provide adequate service to owners of the Clarke Products who request service from him and, without limiting the generality of the foregoing, specifically to do the following:

(a) To accept for repairs and to repair any Clarke Product specified in Schedule A;

(b) To maintain an adequate stock of parts as determined by Company;

(c) To install such special tools as Company may require;

(d) To maintain current file of service literature supplied by Company;

(e) To service without charge to the customer claims upon any warranties made by Company and to process such claims in accordance with Company's procedures in effect at the time of the claim.

Sales Within Territory.

5. Company shall not be liable to Distributor if other distributors sell or deliver Clarke Products in Distributor's Territory or if other distributors do business with dealers in the Territory. It is agreed that Distributor may advertise in media covering the Territory the Clarke Products without liability to Company, if the media in which the advertisements are made circulate beyond the Territory. It is further agreed that Company shall not be liable to Distributor if any other distributor or distributors advertise in media which reach the Territory.

Terms of Sale.

6. Subject to terms and conditions of this Agreement, Company agrees to sell to Distributor, and Distributor agrees to purchase from Company, Clarke Products in accordance with prices and terms as established by Company from time to time.

All invoicing and billing by Company to Distributor will be in U.S. dollars. All payments hereunder shall be made in U.S. dollars or such other currency as the Company may from time to time designate at the current rate of exchange of such currency to U.S. dollars. The terms and conditions of all payments hereunder shall be as specified by the Company from time to time.

Unless otherwise agreed to in writing, any and all costs involved in remittance shall be borne by Distributor and payment shall be made free of any and all withholdings and deductions. Company shall have the right, at its sole discretion, to determine the credit terms upon which shipment is to be made. Company will not ship any Clarke Products except upon receipt of firm orders. Any other provision of this Agreement notwithstanding, each order of Distributor is subject to acceptance by Company and Company may, for any reason, reject the order or any portion thereof. Company will not be liable in damages for, nor deemed to be in default by reason of, any failure or delay in shipment of all or any part of an order.

Shipment.

7. Unless expressly agreed upon in writing, Company's responsibility ceases upon delivery of shipments to the initial carrier whatever the delivery terms may be. Distributor agrees to accept all shipments immediately upon arrival at their destination and to file claims with or against the carrier for any losses, shortages or damages of any kind.

Return.

8. Distributor agrees not to return any of the Clarke Products to Company without first obtaining written permission to do so. Unless Distributor obtains such permission and prepays the transportation charges, duties, imposts, taxes and other costs involved in such shipments and unless Distributor obtains all necessary governmental approval therefor, Company shall not be obliged to accept shipments of returned goods.

Change of Product Line.

9. Company shall have the right at any time, and without notice, to add to or withdraw from its product line any of Clarke Products and to change the design of any of the Products and to change prices, discounts or terms of sale of such Products. No such changes will give Distributor the right to recover damages against or to be reimbursed by Company for any losses suffered nor will Distributor be entitled to require Company to accept return of Clarke Products rendered obsolete or obsolescent by such changes. The Company will endeavor to give prompt information of any changes in product line, prices, discounts or terms of sale where feasible.

Reports.

10. The Distributor agrees to report to the Company after receipt of request to do so:

(a) Sales and shipments of all Clarke products, showing prices, serial numbers and the names and addresses of the vendees;

(b) Full information as to competitive and other conditions affecting the sale of Clarke Products in the Territory;

(c) Action by him and by his dealers upon, and disposition of, all inquiries referred to him;

(d) A current financial statement;

(e) The quantity and models of all Clarke Products, new or used, in his inventory.

Taxes.

11. Unless otherwise expressly agreed to in writing, Distributor shall pay any and all taxes, duties and imposts lawfully assessed by any governmental authority upon the export or import of the Clarke Products delivered to him. Distributor agrees to pay or to reimburse Company for any and all other taxes (including sales, use and personal property taxes) imposed by any governmental authority upon or measured by this Agreement, upon or measured by the Clarke Products held for sale, sold and/or distributed by or through him, upon or measured by the sale or use of the Clarke Products or upon or measured by the documents, collection or other evidences of sale of the Clarke Products.

Patent Infringement.

12. Company makes no warranty or representation that the sale and/or normal use of any of the Clarke Products governed by this Agreement will not infringe enforceable letters patent issued to other persons, valid trademark rights, or equities of other persons. In no event shall Company be liable to Distributor for any losses or damages arising from any such infringement claims or suits.

Trademarks.

13. Company is exclusive owner of various trademarks, including the trademark "Clarke". Distributor expressly disclaims any right or equity in Company's trademark or trade name which would be deemed to arise by operation of any law through the sale of the Clarke Products hereunder. To the extent that Company considers it desirable, Distributor will execute a separate waiver of such rights and equities and will assign to Company such rights and equities in Company's trademark name as may arise, notwithstanding the foregoing provisions.

Warranty and Disclaimer.

14. The Company warrants to Distributor the Clarke Products in accordance with the warranty policy set forth in Schedule B, attached hereto and made a part hereof. Such warranty is in lieu of all other warranties, express or implied.

Duration.

15. This Agreement shall become effective on the date of acceptance by the Company as evidenced by the signature of its authorized officer hereon and shall remain effective until terminated as hereinafter provided. Either party shall have the right, upon ninety (90) days' written notice, to terminate this Agreement with or without cause, and without liability to the other party. Expiration or termination of this Agreement shall not affect the liability of the Distributor to Company for the purchase price of any Clarke Products or other materials already shipped to Distributor, nor shall it affect the liability of Distributor to Company for breach of any terms of this Agreement.

Relationship of Parties.

16. The relationship between Company and Distributor during the term of this Agreement shall be that of vendor and vendee. Distributor and its dealers are not the agents or legal representatives of Company for any purpose whatsoever and are not granted by the terms or execution of this Agreement, or otherwise, any express or implied right or authority to assume or create any obligation or responsibility in behalf of or in the name of Company or to bind Company in any manner or thing whatsoever.

Failure to Enforce.

17. Failure of either party to enforce any of the terms of this Agreement shall not be construed as a waiver of rights thereunder preventing subsequent enforcement of such provisions or recovery of damage for breach thereof.

Termination.

18. Upon termination of this Agreement, Distributor immediately shall cease to use stationery or other printed matter identifying him as a distributor, shall remove signs from the exterior and interior of his building so identifying him, shall take all necessary steps to have changes made in business listings and directories so identifying him, and to do all other acts necessary to remove any identification as a distributor.

Cancelling Orders After Termination.

19. Upon termination of this Agreement, Company shall have the right to cancel wholly or partially any or all unshipped orders and requisitions accepted from Distributor prior to the date when notice of termination was given, and Company is not obliged to accept any orders or requisitions after such notice has been given and Company shall not be liable for cancelling or refusing to accept any such orders or requisitions.

Covering Territory After Cancellation.

20. Upon termination of this Agreement, the Company may at once send its representatives into the Territory to advertise, sell and service the Clarke Products and may at once appoint a new distributor for such Territory without becoming liable to Distributor in any manner whatsoever.

Repurchasing After Termination.

21. Upon termination of this Agreement, Company shall have the right, but not the obligation, to purchase from Distributor any portion or all of Distributor's inventory of new and unused and current Clarke Products then owned by Distributor at the then current, established prices to distributors, less transportation and handling costs and related expenses. No credit on returned Clarke Products will be given until Distributor shall have done all things necessary or desirable, in Company's opinion, to convey title to such Clarke Products free and clear of all liens and encumbrances and shall have complied with the provisions of paragraph 13 hereof.

Assignment.

22. Neither this Agreement nor the obligations arising hereunder may be assigned by Distributor without the prior written consent of Company.

Notice.

23. Any notice required hereunder shall be deemed sufficiently given if sent to the party's last known address by air mail, postage prepaid, by prepaid cablegrams, or if delivered personally. No notice by Company shall be binding unless signed by an officer of the Company.

Governing Law.

24. This Agreement shall be accepted in, governed by, and construed in accordance with the laws of the State of Michigan, U.S.A., and such law shall be applied by any forum before which any controversy or claim hereunder is brought.

Severability and Government Approval.

25. Each of the parties hereto agree that if it is required by law to present this Agreement, or any orders for sales, or arrangements for payment hereunder, to his government for approval, he will use his best efforts to obtain such approval. If any part of this Agreement is not given such approval, (or if it is found that any part of this Agreement violates, or is invalid under, any applicable laws, executive orders or regulations of any Government authority having jurisdiction), at option of Company, this Agreement may be terminated forthwith, or such part maybe declared of no force or effect and this Agreement construed as though such part had not been inserted herein, with the remaining parts of the Agreement kept in full force and effect.

Release.

26. Distributor, upon execution of this Agreement and in consideration of the execution thereof by Company, releases Company from all claims, demands, contracts and liabilities, if any, which may exist as of the date of the execution of this Agreement by Company.

Entire Agreement.

27. This Agreement constitutes the entire agreement between Company and Distributor, superseding any prior agreement. No representative of Company shall have the authority to waive or change any provisions hereof unless such waiver and change is made in writing and signed by an officer of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by their duly authorized representatives.

CLARKE DIVISION
CLARKE-GRAVELY CORPORATION

by _____
Company

Dated this 1st day of November, 19 79

Accepted this _____ day of _____, 19

ULTRA S.R.L.
Capital G. 1.000.000,00

_____
Director Gerente

by _____
Distributor

ULTRA S.R.L.
Oliva 243 - Teléf. 44-751
DISTRIBUIDORES EXCLUSIVOS
ASUNCION - PARAGUAY

SCHEDULE 'A'

CLARKE PRODUCTS DEFINED

Clarke products as used herein shall mean all vacuum cleaners, floor maintainers, carpet care and upholstery shampoo machines, litter vacuum cleaners, floor cleaning machines, pressure washers, sanders and edgers which now or in the future will belong to the normal range of the Company.

In addition to the foregoing line of machines, Representative shall have the right to solicit orders for the repair parts and accessories for the product lines above listed, together with related Clarke products used in connection with said machines.

Company shall have the right at any time, upon giving as much notice as it deems advisable, to add or withdraw from its product line any Clarke products and to change the design of any of the Products and to change prices, discounts or terms of sale of such Products. No such changes will give Representative the right to recover damages against or to be reimbursed by Company for any losses suffered, nor will Representative be entitled to require Company to accept return of Clarke products rendered obsolete or obsolescent by such changes. The Company will endeavor to give prompt information of any proposed changes in product lines, prices, discounts or terms of sale as soon as possible.

JORGE EDUARDO SAMSON MUIÑOZ
Traductor Público Matriculado
Español - Inglés - Portugués
Ayolas 451 - 9° Piso - Oficina 95 - Telefax 449-589
ASUNCION - PARAGUAY

CERTIFICACIÓN DE TRADUCCIÓN DE CONTRATO
HECHA POR UN TERCERO

A pesar de los múltiples errores de ortografía, sintaxis y de semántica, y luego de efectuar un minucioso control e indicación de aclaraciones que deben tenerse en cuenta, puedo decir que la traducción al español, hecha por una tercera persona, de su original en inglés, es una traducción correcta en su espíritu.

Deben tenerse en cuenta las siguientes aclaraciones:

1. Donde dice "Contrato de Distribuidor" debe decir "Contrato de Venta con Distribuidor".

2. En el punto 1. hay que agregar al inicio "Sujeta a los términos y condiciones del presente Contrato, la ……"

3. Donde dice "…… de los Productos Clarke" debe decir los Productos Clarke".

4. En el Punto 2, donde dice "Lista A", debe decir "Anexo A". Donde dice "esos productos……" debe decir "los productos……". Donde dice "lista" debe decir "Anexo". Donde dice "cambiada" debe decir "modificado".

5. En el Punto 3, (b), donde dice "enseñen" debe decir "hagan demostraciones".

6. En el Punto 3, (c), donde dice "…… y guías, en avisos……" debe decir "…… y guías, en su papelería y en publicidades……".

7. En el Punto 3, (d), donde dice "afiches" debe decir "publicidades".

8. En el Punto 4, (a), donde dice "lista" debe decir "Anexo".

9. En el Punto 5, donde dice "más allá" debe decir "fuera".

10. En el Punto 5, donde dice "alcanzan" debe decir "cubren".

11. En el Punto 6, segundo párrafo, donde dice "letras" debe decir "comprobantes".

12. En el Punto 6, tercer párrafo, donde dice "seguros" debe decir "en firme". Donde dice "ella" debe decir "del mismo". Donde dice "todas" debe decir "la totalidad".

13. En el Punto 7, donde dice "llenar" debe decir "presentar"; donde dice "deficiencia" debe decir "faltantes".

14. En el Punto 8, donde dice "Producto", debe decir "Producto Clarke"; donde dice "que envuelve" debe decir "involucrados por".

TRADUCTOR PUBLICO
MATRICULA Nº 266
Asunción - Paraguay

15. En el Punto 9, donde dice "derecho de cobrar daños y perjuicios" debe decir "derecho a indemnización por daños y perjuicios"; donde dice "sufida" debe decir "sufrida"; donde dice "vueltos obsoletos" debe decir que se tornaren obsoletos"; donde dice "intentará" debe decir "realizará esfuerzos"; donde dice "……términos de venta" debe decir "…… términos de venta, cuando ello fuere factible".

16. Donde dice "Reportes" debe decir "Informes".

17. En el Punto 10, (a), donde dice "mostrando" debe decir "indicando".

18. En el Punto 10, (b), donde dice "así como" debe decir "con respecto a".

19. En el Punto 11, donde dice "indemnizar" debe decir "reembolsar"; donde dice "por encima" debe decir "con respecto a"; donde dice "por encima" debe decir "con respecto a".

20. En el Punto 12, donde dice "no hace garantía o representación" debe decir "no manifiesta ni afirma"; donde dice "patentes de privilegio" debe decir "instrumentos de patentes ejecutables"; donde dice "acciones ordinarias" debe decir "participaciones"; donde dice "reclamos de infracción" debe decir "reclamos o juicios de contravención".

21. En el Punto 13, en todas las partes donde dice "marca de fábrica" debe decir "marca de comercio"; donde dice "razón" debe decir "participación"; en donde dice "Hasta el límite que la ……" debe decir "en la medida en que la"; donde dice "deseable" debe decir "recomendable"; donde dice "equidades" debe decir "participaciones".

22. Donde dice "Garantía y Renuncia" debe decir "Garantía y Rechazo de Responsabilidad".

23. En el Punto 14, donde dice "escala" debe decir "Anexo"; donde dice "adjunto para este fin" debe decir "…… y que forma parte integrante del presente instrumento".

24. En el Punto 15, donde dice "conclusión" debe decir "rescisión"; donde dice "rompimiento" debe decir "contravención".

25. En el Punto 17, donde dice "debajo de esto" debe decir "en virtud del mismo"; donde dice "el rompimiento de ella" debe decir "contravención de los mismos".

26. En el Punto 18, donde dice "acerca de…… " debe decir "en ocasión de la……"; donde dice "cesar el uso de todo tipo de material impreso" debe decir "cesar el uso de papelería u otro tipo de material impreso que lo identifiquen como un distribuidor"; donde dice "señales" debe decir "carteles".

JORGE E. SAMSON M.
TRADUCTOR PUBLICO
MATRICULA Nº 266
Asunción - Paraguay

27. En el Punto 19, donde dice "Acerca de la culminación" debe decir "En ocasión de la culminación"; donde dice "y reclamos aceptados al Distribuidor" debe decir "y reclamos aceptados del Distribuidor".

28. En el Punto 20, donde dice "Acerca de la culminación" debe decir "En ocasión de la culminación"; donde dice "anunciar" debe decir "publicitar".

29. En el Punto 21, donde dice "Acerca de la culminación" debe decir "En ocasión de la culminación".

30. En donde dice "Asignación" debe decir "Cesión".

31. En el Punto 22, donde dice "asignadas" debe decir "cedidas".

32. En el Punto 23, donde dice "a esto" debe decir "al presente instrumento".

33. Donde dice "Ley de Gobierno" debe decir "Legislación que Regirá".

34. En el Punto 24, donde dice "dirijido por" debe decir "regido por".

35. En donde dice "Roptura y Aprobación del Gobierno" debe decir "Carácter Individual y Aprobación Oficial"; donde dice "puede terminar" debe decir "podrá ser rescindido".

36. En el Punto 27, segundo párrafo, donde dice "ejecutado" debe decir "suscrito". A continuación de este Punto deben constar todas las firmas de las partes involucradas, así como los sellos, en fecha 01 de Noviembre de 1979.

37. En el Anexo "Productos Clarke Definidos" donde dice "Lista" debe decir "Anexo"; donde dice "tapizes" debe decir "alfombras"; donde dice "lavadores a presión……" debe decir "lavadores a presión, lijadoras, cantoneadoras……"; donde dice "clase normal" debe decir "línea habitual"; donde dice "partes" debe decir "piezas"; donde dice "vueltos obsoletos" debe decir "que se tornaren obsoletos".

38. En el Anexo "Garantía", donde dice "Lista" debe decir "Anexo".

Donde dice "montaje a mano" debe decir "mano de obra"; donde dice "relevadores" debe decir "relés"; donde dice "cepillos……" debe decir "carbones/cepillos, rodamientos"; donde dice "la garantía" debe decir "esta garantía"; donde dice "partes o labores" debe decir "piezas o mano de obra"; en todos los lugares donde dice "partes debe decir "piezas; donde dice "formato" debe decir "formulario".-

---

DOY FE con mi firma y sello, en la Ciudad de Asunción, Capital del Paraguay, a los 09 días del mes de Febrero del año 2009.-

JORGE E. SAMSON M.
TRADUCTOR PUBLICO
MATRICULA Nº 266
Asunción - Paraguay

WARRANTY - SCHEDULE "B"

All Clarke floor machines are guaranteed against defects in workmanship and material for ninety (90) days to three (3) years (depending on product as stated in its operating and maintenance instruction manual) from the date of purchase, when maintained and operated in accordance with instructions and when used in normal service.

The Clarke warranty does not cover accidental damage, improper use or the lack of care. Normal wear parts, such as cords, gaskets, wheels, switches, capacitors, relays, brushes, bearings, rubber parts, and hoses are not covered by this guarantee. The Company does not assume responsibility for any repairs made or attempted by an unauthorized person or persons.

This warranty is not intended to cover parts or labor which are required as a result of normal maintenance wear.

All engines are guaranteed by the respective engine manufacturer and their warranty is enclosed with every machine. All claims for warranty on the engines must be referred to the manufacturer's factory or its authorized service outlet.

Should difficulties develop and parts have to be replaced, our standard warranty claim forms must be completed and returned to us. If defects are apparent, we will replace such defective parts without charge. Parts are replaced FOB our factory, Muskegon, Michigan, U.S.A.

ULTRA S.R.L

Madame Lynch c/ Autopista
Teléfono y Fax: 671909
Teléfono Suc. 676-498
Casilla de Correo: 909
Email – ultra@pla.net.py
Asunción – Paraguay

32 años 1979 2011

Distribuidores de:
CLARKE INDUSTRIES
American Lincoln- Ettore
Frankfurt- American Sander

Web Site: http://www.ultrasrl.com

Asunción, 27 de Mayo de 2011.-

Señores
DIRECCION NACIONAL DE AERONAUTICA CIVIL (DINAC)
PRESENTE:

DECLARACION JURADA

Por la presente, en nombre y representación de la firma ULTRA S.R.L. con domicilio en, Madame Lynch c/ Autopista de la Ciudad de Asunción, **declaro bajo fe juramento**;

1. Que somos representantes, *únicos y exclusivos en todo el territorio del Paraguay de los equipos* CLARKE INDUSTRIES.
2. Que los equipos de la DINAC, objeto de mantenimiento preventivo correctivo fueron vendidos por nuestra firma.-
3. Somos los únicos en contar con la capacidad técnica necesaria para el mantenimiento de dichos equipos, por ende, *con la calidad y eficiencia requerida.-*
4. La Contratación con nuestra firma, por la vía de la excepción, se encuentra perfectamente encuadrada dentro de los términos del articulo 33 de la Ley 2051/03, y en particular al inciso a) que señala: "*El contrato sólo pueda celebrarse con una determinada persona por tratarse de obras de arte, titularidad de patentes, derechos de autor u otros derechos exclusivos*".-

Asimismo, y para lo que hubiere lugar, se aclara convenientemente que, el contrato llega a su fin sólo si es rescindido por una de las partes contratantes.

Por otro lado, cabe destacar que, nadie mejor que nosotros conoce los pormenores de los equipos que son objeto de mantenimiento, razón por la cual, los tiempos de reacción son totalmente distintos a los que pueden celebrarse con otras empresas.

Así también, el Contrato de Mantenimiento Preventivo y Correctivo, incluye un personal de nuestra firma que se encuentra trabajando las veinte cuatro horas, en el espacio físico de la DINAC que nos fuera asignado desde hace más de diez años, por lo cual, estamos en condiciones de resolver con mayor rapidez y celeridad los problemas que puedan suscitarse.-

JUAN A. FERREIRA GUANES
Representante Legal
ULTRA S.R.L