	Fecha: 17/agosto/2011.-
DICTÁMEN UOC/N°:	11/2011.-
C.D.E N°	02/2011.-
DESCRIPCIÓN :	**Para el mantenimiento preventivo y correctivo de carros bombas Oshkosh – 2° Llamado.**

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: *Los* **Memorándums**, *N° 16/2011, del Departamento Servicio Extinción de Incendios (SEI) del A.I.G., y N° 015/2011, de la Gerencia de Operaciones del A.I.S.P., los* **Certificados de Empresa** *REGIMIENTO 8 EXTINTORES S.A., la* **Declaración Jurada** *de la empresa* **REGIMIENTO 8 EXTINTORES S.A.**, *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 N° 16/2011**, *de fecha 16 de marzo de 2011, del Departamento Servicio Extinción de Incendios (SEI) del A.I.G., dependiente de la Dirección de Aeropuertos, se fundamenta que la solicitud obedece a que la firma REGIMIENTO 8 EXTINTORES S.A., es representante exclusivo en el Paraguay de los carros bombas de la marca OSHKOSH, y teniendo en cuenta que la empresa* **REGIMIENTO 8 EXTINTORES S.A., remite cartas de representación de las empresas OSHKOSH,** *se sugiere su contratación.*----------

Que por **Memorándum N°: 015/2011**, *de fecha 01 de abril de 2011, Gerencia de Operaciones del A.I.S.P., dependiente de la Dirección de Aeropuertos, manifiesta que la firma* **REGIMIENTO 8 EXTINTORES S.A.**, *es representante exclusivo en el Paraguay de los Carros Bombas OSHKOSH.*----------

B.- Certificados:

La empresa **REGIMIENTO 8 EXTINTORES S.A.**, *ha remitido copia del Certificado de OSHKOSH CORPORATION, como Representante autorizado para la República del Paraguay, teniendo por lo tanto autorización para ofrecer los productos y servicios de la firma OSHKOSH CORPORATION.*----------

C.- Declaración Jurada de la empresa:

La empresa *REGIMIENTO 8 EXTINTORES S.A*, presenta una **Declaración Jurada**, en la que menciona que son representantes exclusivos para ofrecer los *productos y servicios de la firma OSHKOSH CORPORATION* en la República del Paraguay.----------

D.- Disponibilidad Presupuestaria:

Que, por **C.D.P. N°: 294/2011**, de fecha 11 de agosto 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 Directa Vía Excepción** *para el mantenimiento preventivo y correctivo de Carros bombas de la marca OSHKOSH – 2° Llamado, a ejecutarse en el presente Ejercicio con el* **Código CDE N° 02/2011**, *del Programa Anual de Contrataciones de la DINAC, en vista a que la empresa REGIMIENTO 8 EXTINTORES S.A., 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 – Unidad Operativa de Contrataciones – DINAC

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

REGIMIENTO 8
EXTINTORES

Primera Fábrica Paraguaya de Extintores
Avda. Fernando de la Mora Nº 3330
E-mail: info@regimiento8.com.py
Teléf. y Fax: (595 21) 55 22 71 (R.A.)
Asunción • Paraguay

Asunción, 15 de Marzo del 2011.-

NFPA® INTERNATIONAL Member Nº 1125685

Señores
Dirección Nacional de Aeronáutica Civil
UNIDAD OPERATIVA DE COMPRAS
Contratación Directa Vía Excepción No. 02/2011
Presente

De nuestra consideración:

Nos dirigimos a Ustedes a los efectos de presentar la siguiente:

- **DECLARACION JURADA** por la cual manifestamos que nuestra empresa **REGIMIENTO 8 S.A.**, con RUC: 80016988-3, y domicilio en la Avenida Fernando de la Mora No. 3.330 casi Cacique Lambaré de la ciudad de Asunción, es:

- **El único representante** exclusivo para el Paraguay para todos los productos y servicios de la firma **OSHKOSH CORPORATION**, con domicilio en 2307 Oregón Street, Oshkosh, Wisconsin, Estados Unidos.

Para extintores nuevos de POS ABC y BC

CAPASI
CAMARA PARAGUAYA DE SEGURIDAD INDUSTRIAL

Aprovechamos la oportunidad para saludarles muy atentamente,

REGIMIENTO 8 S.A.
JOSE M. AYALA
Director

Marca INTN-Servicios NP Nº 21 040 01

OSHKOSH CORPORATION

ISO 9001 CERTIFIED

2307 OREGON STREET
POST OFFICE BOX 2566
OSHKOSH WISCONSIN 54903-2566
920-235-9151

March 25, 2011

Dear Direccion Nacional de Aeronautica Civil:

This letter will confirm that Regimiento 8, S.A. is the exclusive sales representative and distributor of Oshkosh Corporation aircraft rescue and firefighting vehicles and related spare parts to all customers in the Republic of Paraguay as per Agreement that expires February 28, 2013.

Sincerely,

OSHKOSH CORPORATION

Salim Hawi
SR Director, International Shared Services

kd

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MARIA ELENA LOPEZ DE ARIETTI
ESCRIBANA PUBLICA
REGISTRO N° 487
Av. Cacique Lambaré 222 c/ Juana de Lara
Tel. 900.200 Lambaré Py

State of Wisconsin
County of Winnebago

Signed before me on March 15, 2011, by Salim Hawi, known to me to be the SR Director, International Shared Services of Oshkosh Corporation.

KATHLEEN M. DILLMAN
NOTARY PUBLIC
STATE OF WISCONSIN

Kathleen M. Dillman, Notary Public
My commission expires December 9, 2012

S:\OSK-Share\DEPT\INTERNATIONAL\KD\INT\LOC\Regimiento 8 S.A..doc

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MARIA ELENA LOPEZ DE ARIETTI
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REGISTRO N° 487
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Tel. 900.200 - Lambaré - Py.

INTERNATIONAL DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT is made as of this 26th day of January, 2010, by and between OSHKOSH CORPORATION, a Wisconsin, U.S.A. corporation ("Oshkosh") and REGIMIENTO 8 S.A., a corporation organized and existing under the laws of the Republic of Paraguay with its offices located in Asunción, Paraguay ("Distributor").

In consideration of their mutual covenants and agreements, the parties do covenant and agree as follows:

I. APPOINTMENT AND SCOPE

A. Subject to the terms and conditions of this Agreement, Oshkosh hereby appoints Distributor as its exclusive, authorized, independent distributor for the promotion of the sales of the products identified in Annex A ("Products") to customers based within the territory designated in Annex A ("Territory"). In context, Products may mean "Vehicles," "Spare Parts" or both.

B. Distributor hereby accepts appointment as exclusive, authorized distributor for Products in the Territory, and agrees to devote such time and attention to the performance of its duties in such capacity to accomplish the promotion and sales of the Products.

C. Oshkosh reserves the right to make a sale directly to the government of the Territory. If Oshkosh should receive a request for proposal or quotation directly from a government unit in the Territory and without any prior activity by Distributor with respect to the subject offer or request, Oshkosh reserves the right to respond and to sell Products in response to such request.

1.2 Independent Contractor Status. This Agreement does not constitute an agency. Distributor is an independent purchaser and reseller of the Products. Distributor shall not be considered an agent or legal representative of Oshkosh for any purpose, and neither Distributor nor any director, officer, agent or employee of Distributor shall be or be considered an employee of Oshkosh. Distributor is not granted and shall not exercise the right or authority to assume or create any obligation or responsibility on behalf of or in the name of Oshkosh. Distributor shall take no action which could confer on Oshkosh "permanent establishment" or equivalent status (as defined in any applicable law or income tax treaty) in the Territory or otherwise subject Oshkosh to income taxation in any country or political subdivision which constitutes part of the Territory. Distributor shall be responsible for all of its own expenses and employees. Distributor agrees that it shall incur no expense chargeable to Oshkosh, except as may be specifically authorized in advance in writing in each case by Oshkosh.

1.3 Sales Restrictions. While this Agreement is in effect, Distributor agrees (i) not to sell the Products to any branch of the U.S. government or to any person outside the Territory, (ii) not to appoint or use agents or sub-distributors or any other third parties in the sale of Products, and (iii) not to sell, offer for sale or act as sales agent for the solicitation of orders for, any products which are competitive with any of the Products.

1.4 U.S. General Services Administration Exception. Notwithstanding anything to the contrary provided by this Agreement, no compensation shall be paid to Distributor with respect to any sales to customers based within the Territory that purchase Products through the offices, facilities or action or activity of the U.S. General Services Administration, or directly from Oshkosh.

II. TERMS AND CONDITIONS OF SALE

2.1 Purchase Orders. All purchases by Distributor shall be evidenced by Distributor's firm purchase orders which shall be subject to all of the provisions of Oshkosh's terms and conditions of sale as set forth in this article II and in accordance with Oshkosh's Terms and Conditions of Sale in effect on the date of the purchase order, a current copy of which is annexed hereto as Annex B. By placing each order

hereunder, Distributor confirms its agreement with and acceptance of all terms and conditions set forth in this article II and such Terms and Conditions of Sale. No such order shall bind Oshkosh unless and until accepted in writing by Oshkosh. No requests for quotations, purchase orders or other documentation or correspondence issued by either party, nor any telephonic or other oral communication between the parties shall modify such terms and conditions unless agreed to in writing in advance by authorized officers of both parties.

2.2 Prices. The prices charged to Distributor for Vehicles shall be set forth in Oshkosh's Quotation Form for each particular transaction. The prices charged to Distributor for Spare Parts shall be Oshkosh's published list prices for such Spare Parts in effect on the date of shipment, less the discount, if any, applicable to such Spare Parts in effect on such date. All prices are expressed and shall be payable in U.S. Dollars. To the extent Distributor shall fail to make payment as specified, Oshkosh may demand that Distributor make full or partial payment in advance, accept bills of exchange, open for Oshkosh's benefit documentary letters of credit, obtain for Oshkosh's benefit bank guarantees, or provide other satisfactory security or guarantees that invoices will be promptly paid when due. Oshkosh shall promptly notify Distributor in writing of any change in applicable terms and conditions of sale, prices of Vehicles or Spare Parts, discounts and delivery times, but no such change shall be effective with respect to any orders accepted by Oshkosh prior to such notice. However, prices in Oshkosh's quotations will remain firm until the expiry of the quotation.

2.3 Delivery. All Products are shipped on C.I.F. (Foreign Port) basis unless mutually agreed upon otherwise. Shipping terms shall be those specified by Oshkosh from time to time. Oshkosh will provide the necessary warehouse to warehouse all risk insurance coverage. Oshkosh shall designate the U.S. freight forwarder and select the carrier of the Products, unless otherwise agreed by the parties in writing.

2.4 Warranties. Subject to the provisions of section 2.5 hereof, Oshkosh shall warrant all Vehicles in accordance with the Oshkosh Corporation Limited Warranty which is contained in Annex C hereto, and Spare Parts in accordance with the Oshkosh Parts Warranty which is contained in Annex D hereto. Oshkosh makes no other warranty whatsoever with respect to any Products but agrees to extend to Distributor any warranty, express or implied, which the manufacturer or vendor of such Products made or is deemed to have made to Oshkosh. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OSHKOSH EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Distributor desires that Oshkosh provide broader warranty coverage and Oshkosh is willing to provide the same, then Oshkosh will adjust upward the prices for the Products to reflect the additional expense to Oshkosh of providing such broader warranty coverage. Distributor shall not be authorized to extend to customers any warranty with respect to Products except as provided herein.

2.5 Limitations of Liability. Oshkosh's sole responsibility with respect to Products warranted by it and proved to its satisfaction to have been defective during the warranty period shall be limited as set forth in Oshkosh's standard warranty policy. OSHKOSH SHALL NOT BE SUBJECT TO AND EXPRESSLY DISCLAIMS: (i) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (ii) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER ANY OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY OSHKOSH OR BY DISTRIBUTOR, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (iii) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

III. DISTRIBUTOR'S COVENANTS AND REPRESENTATIONS

3.1 Sales Promotion. Distributor agrees to use its best efforts to promote the sale and use of Products by all customers within the Territory. For that purpose, Distributor shall provide suitable facilities in the Territory with adequately trained and efficient sales and service personnel. Distributor shall

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also conduct appropriate activities in the Territory to attract customers and take such further action, including submitting bids and complying with other specified procedures, as may be appropriate.

3.2 Sales and Service Policies and Procedures. Distributor shall comply at all times with Oshkosh's sales and service policies and procedures for international distributors in effect from time to time. A current copy of such sales policies and procedures is set forth on Annex E, attached hereto and made a part hereof. Distributor shall be subject to all the provisions of Annex E. Any breach of such sales policies and procedures shall be deemed a breach of this Agreement. Oshkosh may amend, modify or otherwise change such policies and procedures upon sixty (60) days' notice to Distributor.

3.3 Translation. Distributor shall maintain the capacity to translate from English or the preferred language of the customer into the other language (as may be the situation), at Distributor's expense, customer requests, sales documents, correspondence, sales brochures and literature. Distributor will also assist with the translation of technical manuals and catalogs.

3.4 Confidential Information. During the term of this Agreement, Distributor will have access to certain pricing, technical, marketing and other confidential information of Oshkosh ("Confidential Information"). Distributor acknowledges that such Confidential Information comprises valuable trade secrets and is proprietary to Oshkosh. Distributor shall hold such Confidential Information in strict confidence and shall not use or disclose the same except as required to perform its obligations under this Agreement. The foregoing obligation shall not extend to information which is or becomes public knowledge through no fault of Distributor or which is required to be disclosed by law.

3.5 Export Controls. Distributor acknowledges that the Confidential Information provided by Oshkosh is subject to the export control laws and regulations of the United States, including without limitation the Export Administration Regulations, 15 C.F.R. Parts 730 to 774; the International Traffic in Arms Regulations, 22 C.F.R. Parts 120 to 130; and the various sanctions regulations codified at 31 C.F.R. Chapter V and elsewhere. Distributor hereby agrees that it will not export nor reexport the Confidential Information (including disclosure to foreign nationals located in the United States) except in compliance with all applicable U.S. export laws and regulations.

3.6 Trademarks and Trade Names. All Products sold by Distributor shall bear Oshkosh's trademarks, and Distributor agrees not to remove or efface such trademarks. All resulting use of such trademarks shall inure solely to the benefit of Oshkosh. Distributor shall not use any of Oshkosh's trademarks or trade names, or any mark or name confusingly similar thereto, in any manner, except (i) on letterhead, business cards and signs in order to identify itself as an authorized distributor of Oshkosh, and (ii) in sales and promotional materials provided such materials have been previously approved by Oshkosh. Distributor shall not register any of Oshkosh's trademarks or any mark or name closely resembling them. Distributor shall advise Oshkosh of, and comply fully with, any legal requirements in the Territory to become a registered user of Oshkosh's trademarks.

3.7 Indemnification. Distributor agrees to defend, indemnify and hold Oshkosh, its directors, officers, agents, employees, and their respective successors and assigns, harmless from and against any and all losses, damages or expenses of whatever form or nature (including attorneys' fees and other costs of legal defense), whether direct or indirect, which they, or any of them may sustain or incur as a result of any acts or omissions of Distributor, or any of its directors, officers, agents or employees, including without limitation (i) negligence or other tortious conduct, (ii) representations or statements not specifically authorized by Oshkosh herein or otherwise in writing, (iii) breach of any of the provisions of this Agreement, (iv) the violation of any applicable law, order or regulation in the Territory, (v) improper installation, operation, maintenance, service or storage of, or misuse or misappropriation of, the Products, or (vi) claims for damages asserted by any of Distributor's agents or employees.

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3.8 Questionable Payments. Distributor hereby agrees and certifies that neither it, nor any of its directors, officers, agents, affiliates or employees will (i) use any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, (ii) make any unlawful payment or offer anything of value to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (iii) make any other unlawful payment, or (iv) violate any applicable export control, money laundering or antiterrorism law or regulation, nor will any of them otherwise take any action which would cause Distributor to be in violation of any laws, including the U.S. Foreign Corrupt Practices Act, codes or national conventions or any related international conventions relating to bribery of foreign or domestic officials.

IV. TERM AND TERMINATION

4.1 Term and Renewal. Unless terminated as provided in section 4.2 below, pursuant to applicable law, or by mutual written consent, this Agreement shall continue in full force and effect until February 28, 2011. Upon such date, the Agreement automatically shall terminate without any notice or other action. In the event that the parties desire to renew their business relationship, they may do so only by mutual agreement signed by both parties. The continuation of correspondence, meetings or other dealings following such termination shall not be considered an extension or renewal of the Agreement. To the extent that Oshkosh for any reason accepts an order solicited by Distributor following termination of the Agreement, the same shall be governed by the business and performance terms hereof.

4.2 Termination. This Agreement may be terminated prior to expiration of the initial or any renewal term, as provided in section 4.1 above, by prior written notice to the other party as follows:

A. By either party, in the event the other party should fail to perform any of its obligations hereunder and should fail to remedy such nonperformance within thirty (30) calendar days after receiving written demand therefore; provided, however, that upon a second breach of the same obligation, the other party may forthwith terminate this Agreement upon notice to the breaching party;

B. By either party, effective immediately, if the other party should be declared insolvent or bankrupt or make an assignment or other arrangement for the benefit of its creditors, or if such other party should be nationalized or have any of its material assets expropriated;

C. By Oshkosh, effective immediately, if Distributor should attempt to sell, assign, delegate or transfer any of its rights and obligations under this Agreement without having obtained Oshkosh's prior written consent thereto, or if there should occur any material change in the management, ownership, control or financial or technical resources of Distributor;

D. By Oshkosh, effective immediately, if any law or regulation should be adopted or in effect in the Territory which would restrict Oshkosh's termination rights hereunder or otherwise invalidate any provisions hereof, in which event the effective date of termination shall be the day before the effective date of such law or regulation; or

E. By either party, without cause, upon thirty (30) days' prior notice to the other party.

4.3 Consequences of Termination or Non-Renewal. Upon termination or non-renewal of this Agreement, Distributor shall immediately: (i) return to Oshkosh, and cease all use of, the confidential information theretofore furnished by Oshkosh and in Distributor's possession or control at the date of termination; (ii) cease promoting sales of the Products and using any of Oshkosh's trademarks; and (iii) take such action as is necessary to terminate Distributor's registration as Oshkosh's independent sales representative with any governmental authority. In the event that this Agreement is terminated (other than by reason of a breach hereof by Distributor) within eighteen (18) months after acceptance of the initial purchase order for Vehicles pursuant to section 2.1, Oshkosh shall repurchase from Distributor any new and unused Spare Parts originally purchased by Distributor as part of its initial inventory order which are still in Distributor's

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possession and which are in a condition (including packaging) suitable for resale to other distributors. The repurchase price for such items shall be an amount equal to the price paid therefore by Distributor. This repurchase obligation shall extend only to the actual Spare Parts which were shipped as a part of the initial inventory order, and Oshkosh shall be under no obligation to repurchase any other inventory or other goods of Distributor, including Spare Parts which were subsequently ordered by Distributor to replace Spare Parts sold by Distributor. Distributor's obligations under Sections 3.5, 3.6 and 3.7 hereof shall survive the termination or non-renewal of this Agreement.

4.4 Specific Agency Indemnity. Distributor shall have no claim against Oshkosh for compensation for loss of agency rights or goodwill under Article 2, or other related loss on termination of this Agreement otherwise than in accordance with the terms and conditions of this Agreement.

4.5 Sole Remedy. Except as expressly provided in section 4.3 above, Oshkosh shall not be liable to Distributor for any compensation, reimbursement or damages as a result of the termination or non-renewal of this Agreement, including but not limited to claims for (i) loss of prospective compensation; (ii) good will or loss thereof; (iii) expenditures, investments, leases or any other type of commitment made in connection with the business of such party or in reliance on the existence of this Agreement; or (iv) damages suffered by any employees or agents of Distributor.

V. CONCILIATION AND ARBITRATION

5.1 Conciliation. All disputes arising between the parties concerning the validity, construction or effect of this Agreement, or the rights and obligations created hereunder, shall be brought before a conciliation committee consisting of executives representing both parties which shall, within two (2) weeks after being informed of the dispute, attempt to work out a recommendation for settlement of the dispute and transmit such recommendation to both parties for due consideration.

5.2 Arbitration. Unless otherwise mandated by the laws or regulations of the Territory or any other applicable law or regulation, any dispute which cannot be settled amicably by conciliation as provided in section 5.1 above shall be finally settled under the Rules of the London Court of International Arbitration ("LCIA Rules") in effect as of the date hereof (which LCIA Rules with respect to matters not regulated by them shall incorporate the UNCITRAL Arbitration Rules) by one (1) arbitrator appointed in accordance with such LCIA Rules. Service of any matters in reference to such arbitration shall be given in the manner described in section 6.2 below. Such arbitration shall be conducted in English, shall be subject to the substantive and procedural rules of Wisconsin, U.S.A. and shall be held in Milwaukee, Wisconsin, unless the parties shall otherwise mutually agree. The award in such arbitration shall be final and enforceable in any court of competent jurisdiction, it being the intention of the parties hereto to exclude in all arbitrations arising hereunder the right of appeal and/or reference provided for under the Arbitration Act of 1996.

5.3 Action for Price. Notwithstanding the provisions of sections 5.1 and 5.2 above, Oshkosh may at its option, in case of failure of the Distributor to make payment for the Products in accordance with section 2.2 above, proceed directly against Distributor in any court of competent jurisdiction. Distributor hereby submits to the jurisdiction of the Federal and state courts sitting in Wisconsin, U.S.A. for purposes of any such action.

VI. GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement, including the Annexes hereto, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. Except as provided herein, no modification of this Agreement will be effective unless in writing by both parties.

6.2 Notices. All notices under this Agreement shall be in English and shall be in writing and given by registered airmail, cable, or facsimile transmission confirmed by registered mail addressed to the

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parties at the addresses below, or to such other address of which either party may advise the other in writing. Notices will be deemed given when sent.

DISTRIBUTOR:

REGIMIENTO 8 S.A.
Av. Fernando de la Mora Nº. 3.330
Asunción - Paraguay
Fax No. 595 21 55 22 71
ATTENTION: Fernando Ayala, President

OSHKOSH:

Oshkosh Corporation
2307 Oregon Street
P.O. Box 2566
Oshkosh, WI 54903
Fax No. (920) 966-5955
ATTENTION: Secretary

6.3 Force Majeure. Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such cases shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrests, embargoes and other governmental actions or regulations which would prohibit either party from ordering or furnishing Products or from performing any other aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labor, supplies or manufacturing facilities.

6.4 Severability. Subject to the provisions of section 4.2(D) above, the illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof.

6.5 Non-Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the business interests of Oshkosh, and may be assigned by Oshkosh but only to the acquirer of substantially all of Oshkosh's assets in conjunction with such an acquisition. Distributor shall not sell, assign, delegate or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Oshkosh.

6.6 Language. The English language version of this Agreement shall govern and control any translations of the Agreement into any other language.

6.7 Applicable Law. This Agreement shall be governed by the internal laws of the State of Wisconsin but excluding the provisions of Chapter 135 of the Wisconsin Statutes or any successor statute and excluding the provisions of the U.N. Convention on Contracts for the International Sale of Goods.

6.8 Waiver. The Distributor agrees that the failure of Oshkosh at any time to require performance by the Distributor of any of the provisions herein shall not operate as a waiver of the right of Oshkosh to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

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Av. Cacique Lambaré 222 c/ Juana de Lara
Tel. 900.200 - Lambaré - Py.

IN WITNESS WHEREOF, Oshkosh and Distributor have caused this instrument to be executed by their duly authorized employees, as of the day and year first above written. A facsimile copy showing the execution of this Agreement by the parties shall have the same effect as an original, as long as the originally executed Agreement is delivered to the other party promptly after execution.

REGIMIENTO 8 S.A.

BY: _____

Its _____(Title)

WITNESSED BY: _____

Its _____(Title)

OSHKOSH CORPORATION

BY: _____

Its Bryan J. Blankfield (Title)
Executive Vice President
and Secretary

ATTESTED BY: Virginia Abel

Its Assistant Secretary (Title)

State of Wisconsin
County of Winnebago

This INTERNATIONAL DISTRIBUTORSHIP AGREEMENT signed before me on April 13, 2010, by Jose M. Ayala, known to me to be the President of REGIMIENTO 8 S.A.

_____
Nancy A. Ebben, Notary Public
My commission expires April 7, 2013

NANCY A. EBBEN NOTARY PUBLIC STATE OF WISCONSIN

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ANNEX A

1. List of Products

The term "Products" when used herein means those products of Oshkosh which are specifically lis below ("Vehicles"), together with and including new proprietary spare parts, repair parts, replacement pa accessories and attachments to be used thereon ("Spare Parts"). Oshkosh reserves the right to withdraw products from such list upon notice to Distributor.

Aircraft Rescue and Firefighting Vehicles

2. Territory

The term "Territory" when used herein means the Republic of Paraguay.

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