Dirección Nacional de Aeronáutica Civil

Unidad Operativa de Contrataciones

Ref.: Dictamen sobre Contratación por Excepción N° 08/2010 "Para el mantenimiento y reparación de carros bomberos Oshkosh."

Asunción, 17 de mayo de 2010.

Dictamen UOC N° 07/2010

Por el presente elevo a consideración del Señor Presidente de la DINAC, la justificación de esta Unidad Operativa de Contrataciones, para iniciar el llamado bajo la modalidad de Contratación Directa por Excepción, amparado en el **Artículo 33 Inciso "a" de la Ley 2051/03 de Contrataciones Públicas**, referente a Titularidad de Patentes, Derechos de Autor u Otros Derechos Exclusivos y **en el Artículo 70 del Decreto Reglamentario.**----------

Visto: La Resolución de la Presidencia de la DINAC N° 159/2010 de fecha 26 de febrero de 2010, se aprueba el Programa Anual de Contrataciones de la Dirección Nacional de Aeronáutica Civil para el ejercicio fiscal 2010, el Certificado de Disponibilidad Presupuestaria N° 63/2010, el Memorándum N° 069/2010 de fecha 14 de mayo de 2010 de la Gerencia de Operaciones de la Dirección de Aeropuertos. Declaración Jurada de la Empresa Regimiento 8 S.A., y Certificados de Representante oficial.----------

Considerando: Que, el Departamento de Presupuesto informa la disponibilidad presupuestaria para afrontar el mencionado llamado a contratación, emitiendo el Certificado de Disponibilidad Presupuestaria N° 63/2010, de fecha 14 de mayo de 2.010.----------

Que por el Memorándum N°069/2010 de fecha 14 de mayo de 2010 de la Gerencia de Operaciones de la Dirección de Aeropuertos, menciona que el mantenimiento general de los motores de los vehículos ARFF (OSKHOSH), sean realizados con la firma que posee la representación en Paraguay.----------

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.----------

Que, la empresa REGIMIENTO 8 S.A., ha presentado original de la Declaración Jurada de fecha 14 de mayo de 2010, por la cual manifiesta que la empresa, con RUC 80016988-3, con domicilio en la Av. Fdo. De la Mora n° 3.330 c/ Cacique Lambaré de la Cuidad de la Asunción, es el único representante exclusivo para el Paraguay para todos los productos y servicios de la firma OSHKOSH CORPORATION.----------

Que, la empresa REGIMIENTO 8 S.A., ha presentado copias de los Certificados de Representante oficial para el Paraguay de bienes de fabricación como AIRCRAFT RESCUE AND FIREFIGHTING TRUCK STRIKERS.----------

Que, conforme lo establece el Artículo 33°, inciso "a" de la Ley 2051/03 de Contrataciones Públicas...." 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", las Convocantes bajo su responsabilidad, podrán llevar a cabo los procedimientos de contratación, sin sujetarse a los de la licitación pública o a los de la licitación por concurso de ofertas.----------

Por tanto: conforme a lo expuesto precedentemente, considero suficientemente justificado el procedimiento de Contratación vía Excepción para el mantenimiento y reparación de carros Bomberos Oshkosh, a ejecutarse en el presente ejercicio fiscal con el Código CDE N° 08/2010 del Programa Anual de Contrataciones.----------

DIRECCION NACIONAL DE AERONAUTICA CIVIL - U.O.C. - (DINAC)

Lic. Carlos Javier León Ré
Coordinador de la UOC
DINAC

DIRECCION NACIONAL DE AERONAUTICA CIVIL (DINAC) - Unidad Operativa de Contrataciones

Lic. Miguel Arquinart C.
Jefe de Licitaciones
DINAC

Avda. Mcal. López e/Vice Pdte. Sánchez y 22 de Setiembre - 3er. Piso
Telefax (595-21) 228 721
email: uoc@dinac.gov.py
Asunción-Paraguay

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, 14 de Mayo del 2010.-

NFPA® INTERNATIONAL Member Nº 1125685

Señores
Dirección Nacional de Aeronáutica Civil
Contratación por Excepción, para el
"Mantenimiento y Reparación de Carros de Bomberos Oshkosh", ID 147346
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.

Aprovechamos la oportunidad para saludarles muy atentamente,

José M. Ayala
Director

REGIMIENTO8 S.A.

INTN Para extintores nuevos de POS ABC y BC

CAPASI CAMARA PARAGUAYA DE SEGURIDAD INDUSTRIAL

INTN Marca INTN-Servicios NP Nº 21 040 01

DIRECCION NACIONAL DE AERONAUTICA CIVIL Unidad Operativa de Contratación Dpto. de Licitaciones

David Urquhart C.
Licitaciones

OSHKOSH CORPORATION

ISO 9001CERTIFIED

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

April 9, 2010

Mr. Jose M. Ayala
President
REGIMIENTO 8 S.A.
Av. Fernando de la Mora No. 3.330
Asuncion, Paraguay

Dear Mr. Ayala:

There is currently an International Sales Representative Agreement between Oshkosh Corporation ("Oshkosh") and REGIMIENTO 8 S.A. ("REGIMIENTO") covering the sale of Oshkosh aircraft rescue and firefighting vehicles in the Republic of Paraguay.

Our Director of International Sales, Latin America, Peter Wall, requested that I also create an International Distributorship Agreement (the "Agreement") between Oshkosh and REGIMIENTO in anticipation of REGIMIENTO acting as a distributor (rather than a sales representative) for a possible Oshkosh ARFF sale into the Republic of Paraguay.

Enclosed are two copies of this exclusive Agreement dated January 26, 2010, expiring February 28, 2011. For your convenience, both copies of the Agreement have been presigned. Please sign both copies, have your signature witnessed, keep one copy for your file and return the other copy to me c/o Oshkosh Corporation, 2307 Oregon Street, Oshkosh, WI 54902.

If you should have any questions, please feel free to contact either Peter Wall or me.

Sincerely,

Kathleen M. Dillman

Kathleen M. Dillman
International Agreement Administrator

kd
enc.
via UPS

cc: Peter Wall
F/U 5/1/10

Jennifer Aquino/Nick Jurgella/Nancy Ebben/Salim Hawi

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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

ANNEX A

1. List of Products

The term "Products" when used herein means those products of Oshkosh which are specifically li below ("Vehicles"), together with and including new proprietary spare parts, repair parts, replacement p 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.

This Annex A is an integral part of the International Distributorship Agreement between Oshkosh Corporation and Regi 8 S.A. dated January 26, 2010.

DIRECCION NACIONAL DE AERONAUTICA CIVIL (DINAC) Depto. de Licitaciones Unidad Operativa de Contrataciones

Carlos David Urquhart C.
Depto. de Licitaciones
DINAC

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
Executive Vice President
and Secretary (Title)

ATTESTED BY: _____

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

OSHKOSH CORPORATION
LIMITED WARRANTY
AIRCRAFT RESCUE & FIREFIGHTING VEHICLES

ANNEX C

1. LIMITED WARRANTY

Except as provided below, for a period of twelve (12) months after delivery to the first user Oshkosh Corporation ("Oshkosh") warrants that its Aircraft Rescue & Firefighting vehicles are free from defects in material and workmanship. This warranty is made to and shall be enforceable only by the first purchaser of the vehicle, and shall apply only if the vehicle and its accessories and components are properly maintained and used in service which is normal for the particular vehicle. Normal service for an Aircraft Rescue & Firefighting vehicle means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle. If the first purchaser of the vehicle discovers a defect or nonconformity it must notify Oshkosh in writing within ten (10) days after the date of discovery.

Oshkosh makes no warranty whatsoever as to (1) Integral parts, components, including, but not limited to the agent system tanks, attachments or trade accessories not manufactured by Oshkosh, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle or component, part, attachment or accessory damaged by misuse, neglect or accident; (3) Any vehicle or component, part, attachment or accessory which shall have been repaired, altered or assembled in any way by others than Oshkosh which, in the sole judgment of Oshkosh, affects the performance, stability or purpose for which it was manufactured; (4) Frames or crossmembers which have been subject to welding, heat treatment or corrosion caused by the use of acids after delivery to the first user; (5) Products or parts which are not defective, but which may wear out and have to be replaced during the warranty period including, but not limited to, tires, fluids, gaskets and light bulbs; (6) Rescue tools, fire protective clothing, radios and other similar associated equipment. Oshkosh assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Oshkosh.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY OSHKOSH. OSHKOSH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S REMEDIES

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, buyer shall notify Oshkosh as provided in paragraph 1, and shall make the product available for inspection by Oshkosh or its designated agent. At the request of Oshkosh any defective part shall be returned to Oshkosh for examination, with transportation charges prepaid. Within a reasonable time Oshkosh shall provide, at its option, one of the following: (a) repair or replacement of any nonconforming or defective parts; or (b) full refund of the purchase price. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

IN NO EVENT SHALL OSHKOSH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF OSHKOSH OR FROM OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Rev. 1/2001

This Annex C is an integral part of the International Distributorship Agreement between Oshkosh Corporation and Regimiento 8 S.A. dated January 26, 2010.

Terms and Conditions of Sale Including Limitations of Warranty

ANNEX B

Order Placement. All goods and services furnished by Oshkosh are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with Oshkosh's then current procedure. Acceptance by Oshkosh of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer's order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by Oshkosh. Oshkosh may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. OSHKOSH IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any Order Placement. All goods and services furnished by Oshkosh are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with equipment purchased by Oshkosh prior to cancellation for the purpose of filling Buyer's order and not usable by Oshkosh for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which Oshkosh may have incurred in the performance of the order. Notice of cancellation is not effective until received by Oshkosh at its corporate address (2307 Oregon Street, P.O. Box 2566, Oshkosh, WI 54901 U.S.A., Attn: Corporate Secretary). If Buyer elects to cancel the order in part, Oshkosh may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be: a) s and Chassis--ex factory shipping point; and b) Parts--F.O.B. shipping point. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by Oshkosh. If Oshkosh shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in U.S. dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by Seller to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to Oshkosh those items reasonably requested in order to establish Buyer's credit. Oshkosh shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever Oshkosh in good faith deems itself insecure, it may: cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure Oshkosh with respect to Buyer's payment of goods and services furnished or to be furnished. Buyer will pay Oshkosh's actual costs of collection incurred, including reasonable attorney's fees if Oshkosh is required to commence any suit or proceeding for collection of any delinquency. Certifiates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by Oshkosh unless otherwise agreed upon in writing. Buyer shall permit Oshkosh at any reasonable time to make audits of its collateral, including records of shipments, sales and payment. Oshkosh may demand immediate payment for s, chassis or parts shipped from Buyer's lo[illegible] r which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to Oshkosh.

Acceptance. Goods furnished or services performed by Oshkosh in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to Oshkosh, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for Oshkosh's inspection or disposition.

Limited Warranty; Disclaimer. Oshkosh warrants that all new and unused goods furnished by Oshkosh are free from defect in workmanship and material as of the time and place of delivery by Oshkosh in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) Oshkosh or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer's Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of Oshkosh. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by Oshkosh. OSHKOSH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of Oshkosh regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by Oshkosh personnel.

Buyer's Remedies. At its option, Oshkosh will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall Oshkosh be liable for any incidental, special, indirect or consequential damages, whether resulting from nondelivery or from Oshkosh's own negligence or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Excusable Delay. We shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, qua[illegible]ne restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interru[illegible] c work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold Oshkosh harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Buyer's sale, installation or use of goods sold or supplied by Oshkosh and not caused by the negligence of Oshkosh, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of Oshkosh upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24 1965 and The Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.

Rev. 8/98 DTC

This Annex B is an integral part of the International Distributorship Agreement between Oshkosh Corporation and Regimiento 8 S.A. dated January 26, 2010.

OSHKOSH CORPORATION
LIMITED WARRANTY
PARTS

ANNEX D

1. LIMITED WARRANTY.

Except as provided below, for a period of six (6) months after delivery to the original purchaser, Oshkosh Corporation ("Oshkosh") warrants to the user that each part or component sold by it shall be free of defects in material and workmanship. This limited warranty shall apply only if the vehicle on which the part or component is affixed or installed is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than normally result from the careful use of the vehicle or chassis. If the buyer discovers a defect or nonconformity it must notify Oshkosh in writing within ten (10) days after the date of discovery. This limited warranty is not transferable by the first user.

Oshkosh makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by Oshkosh, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect or accident; (3) Any vehicle chassis or component, part, attachment or accessory shall have been repaired, altered or assembled in any way by others than Oshkosh which, in the sole judgment of Oshkosh, affects the performance, stability or purpose for which it was manufactured; (4) Products or parts which are not defective but which may wear out and have to be replaced during the warranty period including, but not limited to, tires, fluids, gaskets and light bulbs. Oshkosh assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless the assembly is performed by Oshkosh.

2. DISCLAIMERS OF WARRANTIES.

THE WARRANTIES SET FORTH IN PARAGRAPH 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY OSHKOSH. OSHKOSH HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S REMEDIES.

If the product fails to conform to the warranties set forth in paragraph 1 and such nonconformity is not due to misuse or improper maintenance, buyer shall notify Oshkosh as provided in paragraph 1, and shall make the product available for inspection by Oshkosh or its designated agent. At the request of Oshkosh any defective part shall be returned to Oshkosh for examination, with transportation charges prepaid. Within a reasonable time Oshkosh shall provide, at its option, one of the following (a) repair or replacement of any nonconforming or defective parts; or (b) full refund of the purchase price. Repair or replacement shall be made only by a facility approved in advance by Oshkosh. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

IN NO EVENT SHALL OSHKOSH BE LIABLE FOR AN INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM THE NEGLIGENCE OF OSHKOSH OR FROM TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other legal theory.

Rev. 2/97

This Annex D is an integral part of the International Distributorship Agreement between Oshkosh Corporation and Regimiento 8 S.A. dated January 26, 2010.

DIRECCION NACIONAL DE AERONAUTICA CIVIL (DINAC)

Depto. de Licitaciones
DINAC

SALES POLICIES AND PROCEDURES FOR INTERNATIONAL DISTRIBUTORS

ANNEX E

1. CUSTOMER SERVICE.

A. Organization. During the term hereof, Distributor shall be entitled to represent itself as an authorized service distributor of Oshkosh and to use and display one or more signs approved by Oshkosh bearing Oshkosh's trademarks and trade names; provided, however, that Distributor shall promptly remove such sign upon the termination of this Agreement for any reason. Notwithstanding the foregoing sentence, Distributor shall not use the name "Oshkosh" or any other trademark or trade name of Oshkosh in Distributor's company name, or in any divisional or other name under which Distributor's business is conducted, or in the name of any subsidiary or affiliated company.

B. Special Service Tools. Distributor shall purchase from Oshkosh or other vendors approved by Oshkosh such special service tools and related equipment which Oshkosh requires its distributors to maintain and which Distributor does not currently have in its possession.

C. Service Training at Oshkosh's Facilities. Distributor agrees to send such of its full-time service engineers as may be necessary for it to fulfill its obligations hereunder to Oshkosh's facility at Oshkosh, Wisconsin, to participate in a three (3) -week program of training in the installation and servicing of the Products and at all times to employ on its staff at least one full-time service engineer who has satisfactorily completed Oshkosh's training program. Distributor shall pay all travel, lodging and meal/living expenses and compensation of any of its employees participating in such training program but shall not be required to pay any training or other fees to Oshkosh.

D. Marketing and Sales Staff: At all times Distributor shall employ such number as is reasonably necessary of dedicated fire apparatus personnel to sell and support the Product line. All personnel shall have sufficient experience and knowledge of the Oshkosh ARFF vehicles market in the Territory to be able effectively to specify and sell ARFF vehicles. At Distributor's expense and as required, and as agreed to between Oshkosh and Distributor, Distributor will send such personnel to the Oshkosh factory for training by Oshkosh in order to maintain necessary knowledge of Products.

E. Oshkosh Service Support. Oshkosh shall furnish technical service support to Distributor as reasonably requested by Distributor, provided that Oshkosh's personnel are able to obtain the necessary visas. Distributor agrees to sponsor Oshkosh's personnel hereunder and to assist in the procurement of visas. Distributor agrees to pay Oshkosh's established charges for such service at the rates in effect when it is provided plus the travel and living expenses of Oshkosh's personnel engaged in providing such service, should Oshkosh give advance written notice to Distributor that such payment will be required.

F. Distributor Service Support. Distributor shall assign such other personnel from its staff as may be necessary to provide any of the services required hereunder. All costs associated with any such support personnel shall be paid by Distributor. If, in the sole opinion of Oshkosh, any support personnel assigned by Distributor to perform any of Distributor's duties hereunder is unqualified or incapable or has failed to adequately perform his or her duties, then Oshkosh shall notify Distributor of such fact and Distributor shall provide a substitute employee who is acceptable to Oshkosh. The parties agree that Oshkosh may exercise this right at any time during the term of this Agreement.

G. Warranty Service. Distributor shall perform all warranty service on Products owned customers which Oshkosh is obligated to perform under applicable warranties. Such warranty service shall be provided in a prompt and workmanlike manner without charge to the customer for labor and materials unless otherwise provided by the applicable warranty. Any questions regarding Oshkosh's responsibility to provide such warranty service and any other matter regarding the applicability of any warranty shall be determined in good faith by Oshkosh. Distributor shall be reimbursed for all warrantable parts purchased from Oshkosh in an amount equal to Distributor Net plus 15.0% . The additional 15.0% is granted to compensate the Distributor for administrative and inventory carrying costs (and all freight, duties, etc., Exworks, Oshkosh, Wisconsin, U.S.A., to Distributor's place of business). Distributor's claims for warranty service shall be made in accordance with Oshkosh's then current claim form.

H. Parts. Distributor shall not use, fit or supply for use with the Products any spare parts, equipment or accessories other than those manufactured and supplied by Oshkosh or, if not so manufactured or supplied, those approved in advance by Oshkosh, which consent shall not be unreasonably withheld or delayed for

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:	OSHKOSH:
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 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.

DIRECCION NACIONAL DE AERONAUTICA CIVIL (DINAC)
Ing. Carlos David Urquhart C.
Dpto. de Licitaciones
DINAC

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.

6. PRODUCT ALTERATION.

Distributor agrees not to alter or modify Products, in whole or in part, whether to comply with applicable safety standards, specifications or otherwise, without first obtaining the express written consent to and approval of each such alteration or modification from the President.

7. LOCAL LAW.

Distributor shall notify Oshkosh of the existence and content of any mandatory provision of any laws or regulations of the Territory or any other applicable law or regulation which conflicts with any provision of this Agreement at the time of its execution or thereafter.

8. PROTECTION OF PROPERTY RIGHTS.

Distributor agrees to cooperate with and assist Oshkosh in the protection of trade names and trademarks owned by or licensed to Oshkosh and shall inform Oshkosh immediately of any infringements or other improper action with respect to such trade names and trademarks which shall come to the attention of Distributor.

9. DISCLOSURE OF FINANCIAL INFORMATION.

The parties recognize that a need may arise for Distributor to make application to Oshkosh for the extension of a line of credit to Distributor for payments for Products. In the event of such an application, Distributor agrees to provide Oshkosh with copies of its annual financial statement(s), bank and trade references, and such other financial information reasonably requested by Oshkosh for the purpose of arranging for and maintaining the extension of credit lines to Distributor. Distributor agrees that Oshkosh may reveal such information to banks, financial institutions and other private and public sources of credit, but only as may be essential to establish or maintain said extension of credit line to Distributor.

This Annex E is an integral part of the International Distributorship Agreement between Oshkosh Corporation and Regimiento 8 S.A. dated January 26, 2010.

parts, equipment or accessories having quality and tolerances that are comparable to those originally supplied by Oshkosh.

I. Inventory of Parts. As soon as practicable following the placement of Vehicle purchase order pursuant to section 2.1, Distributor shall place an order with Oshkosh for its initial stock of inventory of Spare Parts. Following such initial inventory order, Distributor shall purchase and maintain at its facilities in the Territory an inventory of Spare Parts which is adequate to meet current and anticipated sales requirements to the customer from time to time as determined in good faith by Oshkosh based on relevant market information. Inventory may be returned to Oshkosh only in accordance with Oshkosh's then current parts return policy. Oshkosh agrees to review Distributor's inventory annually for additional possible return of Spare Parts at a repurchase price to be negotiated and mutually agreed upon.

J. Aftermarket Support. Distributor shall use its best efforts to assist Oshkosh in arranging for inspection, maintenance, repair and other aftermarket support at reasonable prices to the customer. In particular, Distributor shall (i) maintain a facility in the Territory with fax facilities which shall be staffed by the necessary managerial, secretarial and technical personnel; (ii) provide liaison and administrative support services to Oshkosh in connection with provision by Oshkosh personnel of warranty, repair and other services to the Customer; and (iii) administer and process warranty claims.

2. CLAIMS.

Any claim against Oshkosh for shortages in or damages to the Products arising from the shipment thereof shall be made in accordance with Oshkosh's Damaged Cargo Procedures, and other written instructions conveyed to Distributor from time to time by Oshkosh. Any other claims against Oshkosh arising out of the use of this Agreement or arising from or during the course of any transactions between Distributor and Oshkosh shall be made within sixty (60) calendar days after Distributor knows or has reason to know of such claim. All such claims shall be submitted to Oshkosh in writing and shall set forth in full the details, basis and amount of such claim against Oshkosh. Any claims against Oshkosh, notification of which is not made within the time limits specified above or which does not reasonably conform to the other conditions of this section, are waived by Distributor and shall be null and void. Failure by Distributor to provide proper documentation to support an insurance claim resulting in total or partial reimbursement by the insurance company of the claimed amount shall result in Distributor's liability to Oshkosh for all such amounts remaining unpaid.

3. IMPORT LICENSES; EXCHANGE CONTROLS AND OTHER GOVERNMENTAL APPROVALS; COMPLIANCE.

Distributor shall assist Oshkosh in obtaining import licenses, export licenses, currency exchange approvals and other governmental approvals in or outside of the Territory which may be necessary to permit the sale by Oshkosh and the purchase by the customer of, and the payment by the customer for, Products sold by Distributor. Distributor shall comply with any and all governmental laws, regulations and orders which may be applicable to it by reason of its execution and performance of this Agreement, including any requirement to be registered as Oshkosh's distributor with any governmental authority, and including any and all laws, regulations or orders which govern or affect the ordering, export, shipment, import, sale (including government procurement), delivery and redelivery of Products in the Territory.

4. 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.

5. SAFETY STANDARDS.

Distributor agrees to advise Oshkosh fully with respect to all safety standards, specifications and other requirements imposed by law, order or regulation in the Territory and applicable to Products.

This Annex E is an integral part of the International Distributorship Agreement between Oshkosh Corporation and Regimiento 8 S.A. dated January 26, 2010.