

**Vitro, S.A.B. de C.V. and subsidiaries**  
**PURCHASE ORDER TERMS (Rev. 1/26/2021)**

**1. ACCEPTANCE.**

1.1 The order form and these associated terms, together with Supplier Quality Manual issued by Buyer (hereby incorporated into the terms of this purchase order and made a part hereof by this reference) (hereinafter jointly referred to as the "Purchase Order"), constitute the same document and will include the terms to which the Seller will abide to supply the goods referred to in this Purchase Order (interchangeably, the "Products" or "Goods") and/or, if applicable, the services to be provided by the Seller to Buyer. If this Purchase Order is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained on the order form of this Purchase Order. If this Purchase Order is construed as a confirmation of an existing agreement, the Parties agree that this confirmation states the exclusive terms of any agreement between the Parties.

This Purchase Order will be deemed accepted by Seller: (i) by written confirmation by Seller; (ii) by electronic acknowledgement (including an acknowledgement through Buyer's Electronic Procurement Program) (hereinafter "Buyer's Electronic Procurement Program"); (iii) when not rejected by Seller, in writing, within ten (10) calendar days after receipt by Seller; or, (iv) when Seller expressly or implicit undertakes, by any other means, to provide the required Goods, services or work. Buyer and Seller hereinafter may be referred to as the "Parties" or the "Party" as necessary when reference is made to both or individually.

1.2 Electronic Presentment and Electronic Signatures. This Purchase Order and resulting agreements may be executed and accepted in electronic form by means of Seller's acknowledgement or acceptance through electronic signature, including but not limited to acknowledgement and acceptance of Seller through Buyer's electronic procurement program by (i) Seller's login user and password; and/or (ii) opt-ins of Buyer's Electronic Procurement Program and such agreed documents, will be deemed binding between the Parties.

Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Purchase Order, and resulting agreements, including under any applicable statute of frauds, because they were sent, presented, acknowledged, accepted and/or signed in electronic form nor that any of Seller's personnel or employees with access, use or management of the system through which electronic consent was formed was not authorized or empowered to accept this Purchase Order. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of executed scanned copies of this Purchase Order, its terms, or related documents on the basis that such copies lack an original handwritten signature. Any statement or data in electronic form which is attached to or logically associated with other electronic statement or data and which serves as a method of authentication (such as the data regarding login credentials associated with a specific person, the sender of an email or the name/ initials of a person placed under an electronic message) shall, between the Parties, be deemed to constitute an electronic signature. Electronic signatures and signatures on scanned copies of documents exchanged by

email between the Parties shall be considered valid signatures. An e-mail will be deemed to be sent by Seller when made through Seller's registered e-mail in Buyer's Procurement Program or any e-mail under Seller's e-mail domain. Any such e-mail will be deemed sent by Seller and will serve as a valid method for Seller to express consent hereunder.

Statements/documents in electronic form that allow unaltered reproduction of a hard copy shall have the same validity as written statements/documents and electronic/computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

## **2. INVOICES/ PAYMENTS.**

2.1 At no cost to Buyer, Seller's invoices shall be in such format and medium (including, without limitation, being in electronic medium as part of Buyer's Electronic Procurement Program) as Buyer may direct from time to time. Payments may be made by check, wire transfer, Buyer's Corporate Purchasing Card, or other means mutually agreed in time.

2.2 Unless otherwise specified in this Purchase Order, any specified payment terms shall begin and payment shall be due after acceptance of the Goods, work or Services covered by this Purchase Order at Buyer's designated premises, or receipt by Buyer of proper invoices, whichever is later. For render of services and when agreed in writing between the Parties, payment shall be due after the acceptance of the Report referenced in Section 5.3.

2.3 Seller disclaims any payment term established by Applicable Law, and agrees the applicable payment term, if omitted in the Purchase Order, will be the one indicated by Buyer through e-mail, Buyer's Electronic Procurement Program, or any other means of communication; otherwise, payment term will be the one specified in the last Purchase Order issued by Buyer and accepted by Seller.

2.4 All payments will be made in the currency specified in the Purchase Order. If the price is expressed in foreign currency, Buyer may opt to pay in said foreign currency or its equivalent in Buyer's local currency or in U.S. Dollars according to the applicable official exchange rate published by a competent authority on the payment date, or if unavailable, the applicable exchange rate offered by Buyer's or Seller's bank, at Buyer's discretion.

## **3. PRICES.**

3.1 If the price(s) is not stipulated in the Purchase Order, the supply of Goods is not to be filled at any price(s) higher than the last price(s) previously quoted to Buyer by Seller. Unless otherwise specified herein, prices are firm for the term of this Purchase Order and in any event may not be increased without prior documented acceptance from Buyer.

3.2 If at any time during the term of the Purchase Order, Buyer receives from another source an offer to supply material of comparable quality to that offered by Seller at a price which results in a price lower than the delivered price then in effect hereunder, Buyer may request Seller to meet

such competitive offer. If within thirty (30) calendar days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer, Buyer, at its option, may purchase the material from the competitive source and the quantity so purchased shall be deducted from this Purchase Order.

#### **4. QUALITY.**

4.1 Seller hereby acknowledges it has been given a copy of Supplier's Quality Manual issued by Buyer (hereinafter, "Quality Manual") and has reviewed the terms thereof. Seller agrees to participate in the Quality Manual and supplier development program(s) and to comply with all quality requirements and procedures specified by Buyer, Buyer's customers and the Quality Manual, as revised from time to time, including but not limited to those Quality System Requirements [IATF16949] applicable to Seller as set forth in Buyer's the Quality Manual, ISO/ITS 16949; ISO 14001; ISO 9001; ISO 50001; ISO 17025; OHSAS 001; ISO/PAS 1771; ISO/IEC 27001; ISO 2626; ISO 15504; DIN EN ISO 9001; Manuals and Guidelines acknowledge by the applicable industry, Requirements and guidelines set forth by end customer; IATF 16949 Certification; Inflammable Products Standard FMVSS 302; C-TPAT and PIP; OSP o SPMQ; Recall campaigns; PPAP; and Engineering Standards 49-00051. In addition, Buyer shall have the right to enter Seller's facility at business hours to inspect the facility, Goods, materials and any property of Buyer covered by this Purchase Order's terms. Buyer's inspection of the Goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Goods. Additional to the terms set forth herein, as specified and defined in the Quality Manual, Seller assumes all responsibility for Seller's defective Product that results in Buyer's customer disruptions, field actions, spills, premium freight and warranty returns. Seller, as well, assumes responsibility for Buyer's cost of poor quality related to Seller's Product, as indicated in this Purchase Order.

4.2 In case of contradiction with these Purchase Order's terms, when applicable, Quality Manual or any other document that substitutes it, will supersede any other quality requirement set forth herein.

#### **5. INSPECTION AND ACCEPTANCE OF GOODS.**

5. 1 All Goods will be subject to review and inspection by Buyer at the time of delivery, without the foregoing implying that Buyer is forced to review the Goods before they are used or that the Seller has right to demand it. Notwithstanding the review carried out by Buyer on the Goods, the quality warranties will not be diminished or affected in any way. If Buyer rejects all or part of the delivered Goods, services or work, Buyer may withhold the price or the proportional part of the price that correspond to the rejected Goods, services or work, and until Seller remedies or delivers new Goods, services or work that comply with all requirements and are received and accepted by Buyer.

5.2. Notwithstanding that Buyer has received the Goods at the time of their delivery or that have been accepted and paid for them, in the event that Buyer or Buyer's customers determine that the Goods present a defect or that they do not comply with the specifications, descriptions and quality warranties with which the Seller must comply, included but not limited to those set forth in the

Quality Manual, Buyer will have the right to notify Seller. Within a period no longer than 72 (seventy-two) hours following the date of the respective notice, Seller must withdraw or collect the Goods referred to in the notification at its own expense and, as requested by Buyer at its discretion, Seller shall at its own expense: (1) immediately replace them with Goods that meet the quality required, or (2) reimburse any amount disbursed by Buyer due to the non-conforming Goods, including without limitation all expenses, damages and sanctions charged to Buyer.

5.3 For the render of services and when agreed in writing between the Parties, Buyer may request Seller to provide a report describing all services or work delivered in each invoicing period, which will be subject to Buyer's review and acceptance (hereinafter the "Report"). Buyer will have 15 (fifteen) business days to review, approve and/or reject said Report. If Buyer does not issue any type of response in relation to said Report, said Report will be deemed rejected. The Parties agree that in the event that the Report is rejected, Buyer may withhold the price until Buyer's disagreement regarding the Report has been resolved by Seller.

5.4 Related to Section 5.2, at Seller's expense, Buyer may (1) return non-conforming Goods; or (2), dispose of them as it deems necessary for a different purpose for which Buyer required the Goods, without this implying an acceptance of the Goods or a reduction in the Goods payable and/or pending delivery; (3) buy or obtain Goods that replace the defective and/or not accepted Goods, discounting said amounts from the pending payment, including the expenses incurred by Buyer to obtain said substitute Goods, as well as any other expense generated, including expenses of transport, sanctions, logistics and delivery.

5.5 Seller shall reimburse Buyer the part of the price that corresponds to all Goods rejected by Buyer's customers. The reimbursement shall include any amount paid by Buyer to Seller for said Goods, as well as the costs and expenses incurred to replace said Goods, as well as any other amount, liability, expense, sanction or damage demanded of Buyer by its customer.

## **6. RECALL**

6.1 Seller acknowledges that Buyer may at any time request its distributors, direct and indirect customers, or buyers, to return some or all of the Goods they have bought from Buyer, in exchange for a reimbursement, when required by a government authority, for quality purposes, compliance with Applicable Law or because Buyer voluntarily considers it necessary to ensure the total satisfaction of its distributors, customers, consumers or buyers. In this case, Buyer will notify Seller in writing of said decision, and Seller at no cost for Buyer to must investigate and identify the causes that motivate the recall process, as well as to develop an action plan for a prompt and efficient solution; however, Parties understand that Buyer may solely determine and resolve all aspects of the recall process.

6.2 Vendor will monitor warranty data or other such sources of information for potential safety risks and defects and shall promptly inform Buyer when potential risks or defects of the Goods are identified, within the next 24 (twenty four) hours following the identification of said potential risks or defects. If a real or potential safety risk or a defect in the Goods is identified or presumed by Seller, Seller will notify Buyer of and involve Buyer immediately in any investigation related to

any Goods sold to Buyer. Seller will notify Buyer within 2 (two) days of Seller's official decision to initiate a recall process.

6.3 This section does not limit Seller's liability under other provisions of this Purchase Order. Seller agrees to comply with all requirements of Applicable Law regarding recall processes. When required by Buyer or by a competent authority, at its own expense, Seller will provide information in such detail and according to a schedule specified by Buyer to enable Buyer to fulfill its obligations under Applicable Law. Seller will ensure that all its suppliers are aware of Buyer's or competent authority's reporting requirements or under Applicable Law.

## **7. CHANGES.**

7.1 Buyer may by written notice make changes within the scope of this Purchase Order.

Upon such notice, the Parties shall negotiate an equitable adjustment in price and/or time for performance.

## **8. AUTOMOTIVE CUSTOMER TERMS.**

8.1 Seller hereby acknowledges and understands that the Goods supplied by Seller to Buyer pursuant to this Purchase Order are intended to be incorporated into parts produced for Buyer's automotive customers. As a result, acceptance and payment from Buyer to Seller is subject to final acceptance and payment by Buyer's customers

8.2 Seller is obligated to fulfill the entire supply of Product for as long as required by Buyer's customers. Seller shall maintain such production and delivery capacity so that deliveries can be made in accordance with the forecast quantity issued by Buyer and/or Buyer's customers. Such forecast is for planning and informational purposes only and shall not be binding on Buyer and/or Buyer's customers. Notwithstanding the foregoing, as more fully described in the Quality Manual, Seller must comply with Buyer's Customer Annual Volumes plus additional minimum of 15% and provide proof of such via the document known as "Run at Rate" included with Production Part Approval Process ("PPAP"). If the Seller is unable to meet the Buyer's and Buyer's customers' requirements for the Goods, the Seller shall find alternative supplies for Buyer in consultation with Buyer and Buyer's customers. Seller acknowledges and understands that actual procurement from the alternative supplier is subject to Buyer's approval and to the extent required, Buyer's customers' final written approval. In addition to any rights or remedies Buyer has under the Purchase Order or Applicable Law, Seller shall be liable for and shall indemnify Buyer and Buyer's customers for all direct, incidental and consequential damages, losses, costs, and expenses incurred by Buyer and/or Buyer's customers resulting from Seller's failure to meet such supply demand.

8.3 In addition to any rights or remedies Buyer has under this Purchase Order, Seller shall promptly reimburse Buyer for all the costs and expenses associated with non-conforming Product and/or Product rejected by Buyer's customer to the extent such rejection is attributable to Seller's product. The burden is on Seller to prove that such defect is not attributable to Seller's product or that such defect is otherwise caused by Buyer.

8.4 The Seller shall, pursuant to the conditions of this Purchase Order and at commercially reasonable prices, supply Product purchased hereunder to such an extent that Buyer can offer its customer spare parts for the entire duration of such customer's vehicle serial production and for a period of time thereafter as required by Buyer's customer. Seller acknowledges the risk of the vehicle serial production life being cancelled or extended by the Buyer's customer. In the event Seller is no longer able to supply product for any reason whatsoever, in addition to any of Buyer's other rights and remedies hereunder, Seller shall be liable to Buyer and hereby agrees to indemnify Buyer for any and all costs and expenses associated with sourcing the required supply of product from another supplier, including sourcing by Buyer and/or its affiliates.

8.5 Buyer and Seller agree there may be opportunities to work formally together to deliver operational savings for Buyer's production facilities. Each opportunity for operational savings must have a clear charter and be officially approved in writing by Buyer and Seller and will be reflected in price reductions to Buyer.

8.6 Seller understands current programs requesting to change and/or move the Products' manufacturing line or material to a new or different manufacturing line, process, facility, or material would require prior approval of Buyer with a Seller Request for Change (as more fully described in the Quality Manual), then PPAP and acceptance by Buyer's customers. Therefore, Seller shall comply with the Quality Manual and Buyer's instructions and requirements regarding PPAP.

8.7 Seller acknowledges time is of the essence, and Seller will deliver Goods, and/or provide services, in strict accordance with the Purchase Order terms. If Goods are not delivered or Services are not performed by the agreed time, then all resulting damages, losses, impairment, penalties, expenses (including fees of lawyers, experts, consultants, among others), and in general all emergent damages and/or loss profits suffered by Buyer including, but not limited to, the cost of expedited transportation, special transportation, penalties imposed by Buyer's customers, import/export charges, duty charges or other damages incurred by Buyer, including Buyer's efforts to mitigate damages resulting from late delivery or performance, will be Seller's responsibility. Buyer may change the timing of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation.

8.8 Seller must also comply with the following requirements, as more fully described in Buyer's Quality Manual: Corporate Responsibility and Ethics, Contingency Plans, Production Verification after shutdown, Notification of Organized Labor Negotiations 6 months prior to start and Participate in VAVE cost saving opportunities.

## **9. PACKING AND SHIPPING.**

9.1 Seller shall pack, mark and prepare the Goods for shipment according to Buyer's instructions, labels, and in a manner which will prevent damage, contamination, or deterioration, secure the lowest transportation rates, comply with carrier regulations and otherwise conform to Buyer's instructions to be approved prior to PPAP approval via Packaging Proposal (as more fully

described in the Quality Manual). Buyer will pay no charges for packing, crating or cartage unless stated in this Purchase Order.

9.2 Packaging must include shipping notes, correspondence, consignment note, certificates and all documentation that may be required for customs, tax, foreign trade, export and/or import procedures, as well as for transportation at the delivery point. Seller shall hand over to Buyer at the time of delivery, a list of all import documents, invoices and other public and private documents that are necessary for Buyer to comply with any request or requirement of government authorities or under Applicable Law (for example, customs, tax, foreign trade authorities, etc.). Seller shall deliver any additional documentation that Buyer requires from time to time in relation to the Goods no later than within the next 2 (two) business days after the request is made.

9.3 The Parties agree that, unless expressly agreed otherwise in this Purchase Order or in a duly executed written agreement by the Parties: (i) the risk for the Goods' loss will legally and formally pass to Buyer when it receives them at the agreed delivery point; and (ii) Seller will be responsible for carrying out and will assume all costs related to the delivery of the Goods, and shall have and maintain valid insurance policies that cover the value of the Goods until their delivery.

9.4 Unless the Parties agree expressly otherwise in writing or in this Purchase Order's order form, Seller will be responsible of all costs and risks of loading, unloading, embarking, disembarking, and transportation. Seller must comply at all times during the transportation of the Goods with the Applicable Law, as well as Buyer's internal policies regarding security and transportation. Seller will be responsible for inspecting that the transport equipment (i) is free of security risks, contamination or that compromise, affect or alter the quality of the Goods; (ii) complies with the quality parameters established by Buyer, Buyer's customers or, in accordance with those generally applicable in the industry, taking all necessary preventive and safety measures, and (iii) complies with Applicable Laws, including any such laws that are applicable to Buyer and Buyer's customers.

## **10. SCHEDULING AND DELIVERY.**

10.1 Deliveries of Goods or performance of work shall be strictly in accordance with the schedule and delivery instructions referred to in the order form of this Purchase Order and in the exact quantities ordered. If no specific delivery point has been indicated in the Purchase Order, delivery point will be Buyer's plant that ordered said good. If no schedule has been referred to in the Purchase Order, delivery time shall be deemed the same term as that established in the prior Purchase Order.

10.2 Buyer may modify the schedule and delivery point at any time, without entitling Seller to a price adjustment or any other compensation, nor an extension for the delivery time.

10.3 Seller will notify Buyer immediately if the schedule cannot be met.

10.4 In case of delay, Buyer shall be entitled to: (a) cancel said Purchase Order partially or totally in relation to the delayed Goods, without obligation to pay for the Goods or to reimburse the Goods in the manufacturing process or the corresponding raw material; (b) buy Goods from a third party

or substitute Goods, which will be discounted from the Purchase Order; and (c) receive the Goods, without prejudice to being able to claim from Seller any damages or, at Buyer's discretion, a penalty equivalent to 10% (ten percent) over the price for each day of delay.

## **11. WARRANTIES.**

11.1 Seller warrants: (a) all Goods, services and work furnished hereunder will conform to Buyer's and Buyer's end customer's requirements and quality and as indicated in the order form of this Purchase Order (including but not limited to all applicable descriptions, specifications, drawings, data and samples, whether supplied by Seller or Buyer) and will be of first class material and workmanship, and free from defects including defects in design, and will be merchantable and fit for the particular purpose(s) for which it is to be used; (b) all Goods and their sale or use alone or in combination will not infringe any United States or foreign patents, trademarks, trade secrets or proprietary rights of any third party covering the Goods or use of what they are intended to, regardless of their combination with other Goods; (c) all Goods and materials are safe, adequate and appropriate for the use or processing intended by Buyer and its customers, regardless of the use or purposes for which they are intended, destined or normally used; (d) all Goods will be free from any third party right, license, restriction, lien, seizure, judgment order or any requirement of a judicial court or authority, trust, purchase option or as a material object of any other agreement or of any third party; (e) all Goods can be used and/or processed in combination with other products, in the operation of any process, and for the manufacture, use, sale, offer for sale or import of other products incorporating or incorporated within the Goods, (f) Seller has all permits, authorization, ownership, licenses and any right of use, exploitation, commercialization, manufacture, possession and/or ownership over the Intellectual Property used in the manufacture, assembly, commercialization, distribution and/or any other act related to the Goods; and (g) in performance of this Purchase Order, Seller has complied or will comply, and all Goods or work or services furnished hereunder have been produced or furnished in full and complete compliance, with all applicable National, Federal, Provincial, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, including without limitation compliance with Applicable Law, including but not limited to, and as applicable, Executive Order No. 11246 (Equal Employment Opportunity), Executive Order No. 11701 (Listing of Job Openings for Disabled Veterans and Veterans of the Vietnam Era – 41 CFR 60-250.4(M)), Executive Order No. 11758 (Employment of the Handicapped - 41 CFR 60-741.4(F)), Section 211 of Public Law 95-507 and Executive Order No. 12138 (Purchases from Small and Small Disadvantaged Businesses), the Federal Occupational Safety and Health Act of 1970, The Immigration Reform and Control Act of 1986, the Consumer Product Safety Act, the Toxic Substances Control Act, the Federal Hazardous Substances Act, the Fair Labor Standards Act, and 29 CFR Part 471, Appendix A to Subpart A (provided that where necessary to make the context of any law, rule and regulation applicable to this Purchase Order, the term "Contractor" shall mean the Seller and the term "Agreement" shall mean this Purchase Order). These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are otherwise provided herein or exist by operation of law.

11.2 Seller accepts that the warranties established herein may be required by Buyer at any time, even when the corresponding Purchase Order has been cancelled or terminated and for the warranty period required to Buyer by its customers, therefore, Parties disclaim any warranty period



referred to in the Applicable Law that is shorter than Buyer's applicable end customer's warranty period.

11.3 In case of non-compliance to any of the warranties indicated herein, at Buyer's election, (i) Buyer may require that Seller promptly delivers to Buyer replacement goods or services, (ii) Buyer may, at Seller's expense, make the necessary actions to get replacement goods or services; (iii) Buyer may set off that portion of the purchase price attributable to the defective Goods or services against current or future amounts owing to Seller, or (iv) Seller shall credit any amounts owing from Buyer for that portion of the purchase price attributable to the defective Goods or services. Buyer may ship any defective or non-conforming Goods or services to Seller on a freight prepaid basis and, at Buyer's discretion, deduct the amount of such prepaid freight from amounts owed to Seller or receive prompt reimbursement from Seller. If Buyer elects to receive replacement Goods or services, Seller shall deliver such replacement Goods or services to Buyer DDP delivery point on an expedited basis. All costs associated with the return of Goods or services to Seller and the redelivery of conforming Goods or services to Buyer shall be at Seller's sole cost and expense. **Without limiting the generality of the foregoing, Seller shall abide by all Applicable Laws and ordinances that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Seller agrees to comply with all applicable provisions.**

11.4 Considering the Goods may be part of products manufactured by Buyer and/or marketed to Buyer's direct and indirect customers, who may require the availability of said products and their components for their use, including but not limited to, spare parts, individual marketing goods and warranties, the Seller must keep the Goods available for a period of no less than 10 (ten) years from the last purchase of the Goods, or, in the event of discontinuation, provide Buyer without any restriction all drawings, industrial designs, patents, specifications and other information about the Goods so that they can be manufactured and/or acquired through a third party.

11.5 Seller acknowledges that Buyer participates in the supply chain of third parties, by manufacturing Goods, parts or materials that will be a part of a finished product and with which Buyer has acquired obligations to ensure that the end customer receives a finished product that meets the terms of safety, quality, specifications and delivery periods expected and/or required by Buyer's direct or indirect customers; therefore, Buyer may charge and repeat against Seller any and all amounts claimed to Buyer by its direct or indirect customers when said claims derive or relate partially or totally from the Goods and services delivered hereunder.

## 12. INSPECTION.

12.1 Buyer reserves the right to inspect and expedite, directly or indirectly through Buyer's customers or any third party, the Goods, and their fabrication, at the facilities of Seller or its suppliers at any time during the validity of this Purchase Order and 5 (five) years after termination.

Inspection by Buyer does not relieve Seller of any warranties or obligations hereunder. All Goods or services are subject to final inspection and acceptance by Buyer at destination, notwithstanding any payment or inspection at source.

12.2 Seller shall safeguard for 5 (five) years after termination of this Purchase Order any communication, book, accounts and any other documentation and information related to the Goods and/or services and the amounts paid to Seller by Buyer, which must be provided to Buyer or to whom Buyer indicates upon request in writing with 5 (five) calendar days in advance. Buyer shall have access to (i) any information, data, documents, graphics and other information related directly or indirectly to the Goods or services, to any payment that has been made to Seller, or any claim made against the latter in respect to the Goods or services; and (ii) documents or information confirming that Seller is in compliance with the laws applicable to the administrative, operational and commercial processes of Seller, Buyer and Buyer's customers.

### **13. USE OF CONFIDENTIAL INFORMATION.**

13.1 All specifications, drawings, samples, designs and other data or information of any nature, whether it is communicated in writing, verbally, remotely, coded, graphically, electronically, magnetically or by any other tangible or intangible means, without being expressly identified as "confidential", including that of its affiliates, related parties, controlled parties, parent companies, associates, franchises, suppliers, direct or indirect customers, competitors, workers or third parties ("Confidential Information") furnished by Buyer to Seller hereunder or in contemplation hereof or developed by Seller in connection herewith are and shall be deemed Confidential Information and shall remain Buyer's property. Confidential Information includes, all annotations, derivative works, analysis, notes, compilations, studies, decompilations, modifications, derivatives, interpretations, or other physical, electronic or digital documents and files prepared or developed by Seller that partially or totally contain, reflect, derive or rely on Confidential Information. Seller acknowledges that the disclosure of the Confidential Information does not imply the granting of a franchise, exclusivity, license or any other right on the Intellectual Property itself or derived from the Confidential Information of reference.

Seller shall (i) use Confidential Information exclusively for the fulfillment of its obligations derived from this Purchase Order; (ii) not reveal, disclose, publish, or use said Confidential Information for its own benefit or that of third parties, without the express written consent of Buyer; and (iii) not copy, reproduce, duplicate or record, either totally or partially, the Confidential Information in any medium and without the express and written authorization of Buyer.

13.2 Seller shall not reveal the technical benefit that results from, nor use for its own benefit or that of third parties, any and all data, information and technical knowledge known in isolation but that, due to the Seller's knowledge of Buyer's Confidential Information provides technical benefits for Buyer and/or its direct or indirect customers.

13.3 Confidentiality obligations will not apply to data or information that (i) is in the public domain or is published in any type of publicly available document, as a result of acts of third parties without intervention of Seller, in the understanding that Confidential Information will not be considered to be in the public domain when only a part, element, component or some combination thereof is in

the public domain, but said part, element, component or combination will not remain confidential for the purposes of this Purchase Order; (ii) is disclosed with Buyer's prior written authorization; or (iii) is required to be disclosed to any court or government entity and, in that case, only after having obtained the express authorization of Buyer on such requirement and having tried to oppose it, in which case the Seller may only disclose the information that is legally necessary to provide in accordance with the indicated requirement, requesting confidential treatment of it.

13.4 All originals and copies of Confidential Information shall be returned to Buyer or destroyed upon request, at its sole expense. Prior request of Buyer, Seller, no later than 10 (ten) business days after receiving the request, must certify the destruction, return and/or elimination of Confidential Information.

13.5 Seller further agrees that in the event of any breach or threatened breach of the covenants set forth in this Section 13, damages would not constitute an adequate remedy, and accordingly, Seller agrees that in the event of a breach, or threatened breach, of this covenant, Buyer shall be entitled to equitable relief, including an injunction prohibiting any such breach, in addition to any other remedies that may be available to Buyer.

13.6 Regardless of the termination of the Purchase Order, Confidential Information will remain confidential as long as it stays out of public domain.

#### **14. BUYER'S INTELLECTUAL PROPERTY.**

14.1 All tools, tooling, dies, molds, patterns, drawings, patents, industrial designs, trademarks, trade secrets or proprietary rights, machinery, fixtures, equipment, software, and any other Goods and/or intellectual property (hereinafter the "Intellectual Property") furnished to Seller by Buyer and/or generated in whole or in part by Seller that contain, reflect, derive, relate to or are based on Intellectual Property owned by Buyer or third parties, or paid for by Buyer for use in the performance of this Purchase Order shall be and remain the sole property of Buyer, consequently Seller shall: (i) remove immediately the Intellectual Property upon Buyer's request (without the need of legal proceedings, notice or liability), (ii) use the Intellectual Property only in filling orders of Buyer, at Seller's risk for any loss or damage, (iii) keep the Intellectual Property insured by Seller while in Seller's custody or control in an amount equal to the replacement cost thereof and the loss caused to Buyer, (iv) keep the Intellectual Property free of any lien, attachment, levy, claim or security interest or encumbrance of any kind whatsoever not caused by Buyer, and (v) properly identify all Buyer's or Buyer's customers' Intellectual Property with tool tags and asset numbers if applicable, and photographs of such must be provided to Buyer as proof of manufacturer to Buyer's Customer. If requested by Buyer, Seller shall execute and return for Buyer's filing, any valid certificate or statement acknowledging that any such Intellectual Property is the Buyer's property.

14.2 Nothing in this Purchase Order constitutes, generates or implies the granting of any right or license on the Intellectual Property owned by Buyer or third parties. All Intellectual Property that, if applicable, is generated by the Seller as part of the delivery of Goods and/or services are and will be considered as a product of the execution of a work commissioned by Buyer, therefore all

Intellectual Property rights will be the exclusive property of Buyer and/or its direct or indirect customers, as appropriate. Seller is not granted any right or license to use or exploit any Intellectual Property rights.

14.3 In case of any claims regarding infringement of Intellectual Property rights, regardless of any other indemnity and liability rights indicated herein, Seller, at its own expense, shall make all necessary acts to ensure that Buyer can continue using said Goods, or replace or modify the Goods without infringing any Intellectual Property rights.

## **15. FORCE MAJEURE**

15.1 In case performance hereof shall be delayed or prevented because of compliance with any Applicable Law, decree, request, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, fires, floods, acts of God, epidemic, pandemic, or any other similar or analog (hereinafter the, "Force Majeure") reason which is not within control of the Party whose performance is interfered with and which said Party is unable to prevent, the Party so suffering a Force Majeure event may suspend performance during the period such event continues, and the period of performing such obligations shall be extended, without penalty, for a period equal to such suspension. For the avoidance of doubt, strikes, lock-out or other industrial action or dispute solely related to Seller and/or its subcontractors or agents shall not be deemed a Force Majeure event. When Seller is affected by Force Majeure it must provide Buyer with notification within the next 72 (seventy-two) hours of the existence thereof, the expected delays, and the estimated effect upon its performance hereunder, and is subject to Buyer's acceptance of Seller's Force Majeure claim. During any Force Majeure event affecting Seller's performance, Buyer may, at its option, purchase Goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or require Seller to provide Goods or services from other sources in quantities and at times requested by Buyer at the price set forth in the Purchase Order. Seller will use all diligent efforts to ensure that the effects of any Force Majeure event are minimized and, as promptly as possible, resume full performance under the Purchase Order. If requested by Buyer in writing, Seller will, within 5 (five) days after Buyer's request, provide adequate assurances that the delay in Seller's performance resulting from such event will not exceed 30 (thirty) days. In the event that deliveries hereunder have been suspended due to Force Majeure for a period of more than thirty 30 (htirty) days, Buyer shall be entitled to immediately terminate this Purchase Order. In case of termination, Seller shall not be entitled to any compensation nor reimbursement by Buyer, except for Buyer's obligation to pay Seller the price for delivered Goods before the occurrence of the Force Majeure event.

## **16. ALLOCATION.**

16.1 Unless otherwise specified herein, in the event that Seller is unable to produce/deliver the Goods required hereunder by Buyer due to a circumstance that is not preventable or avoidable, is not due to any negligence or fault of Seller, and which otherwise legally excuses Seller from its full performance (e.g. a Force Majeure circumstance), Seller shall allocate its available supply of the Goods among its internal uses and current contract purchasers on a basis no less favorable to Buyer than a pro rata basis.

## **17. DEFAULT.**

17.1 Upon default by either Party in performing any obligation hereunder, the other Party may give notice in writing of such default to the defaulting Party. Unless the default is cured within fifteen 15 (fifteen) days after giving notice, this Purchase Order may be terminated by the Party giving notice. Such termination shall not relieve the Party in default from any obligations under or from liability for breach of this Purchase Order. Notwithstanding the foregoing, if any Goods shipped does not conform to its warranties, Buyer may, without prejudice to any of its rights, terminate this Purchase Order without Seller having the right to cure the default. Waiver by either Party of a single default, or a succession of defaults, shall not deprive such Party of any rights arising by reason of any other default.

## **18. INDEMNIFICATION.**

18.1 Seller assumes the risk of all damage, loss, costs and expense, and agrees to indemnify, defend and hold harmless Buyer, its shareholders, affiliates, parent company, assignees, officers, employees, direct or indirect customers representatives and third parties, from and against any and all damages, prejudice, losses, impairment, penalties, claims, demands, expenses (including attorneys' fees) or liabilities of any nature whatsoever, including but not limited to damages, prejudices and losses (or penalties) that Buyer is obliged to pay to an end customer or to any third party, including injury or damage to any person (including employees of Seller and Buyer) or property, including those derived by suits, causes of action, demands and proceedings thereon arising or allegedly arising from or related to the subject matter of this Purchase Order including, but not limited to:

- (a) Seller's breach of any of its obligations established in this Purchase Order, including but not limited to (i) Intellectual Property infringement; (ii) breach of any of the warranties referred in Section 11; (iii) disclosure of Confidential Information; (iv) delays or non-delivery of all or part of the Goods; and (v) lack of quality, defects, faults or hidden defects in the delivered Goods, as well as of the materials and equipment used to manufacture and deliver the Goods;
- (b) The use, exploitation, commercialization, manufacturing, possession and/or ownership of the Intellectual Property related to the Goods and/or related to other materials incorporating or incorporated within the Goods.
- (c) The use or processing of the Goods in combination with other goods and/or in the execution of any process in which the Goods are used.
- (d) Recall and/or rejection of Goods by Buyer's direct or indirect customers.
- (e) Any accident, injury or death caused by acts or omissions directly or indirectly attributable to Seller, its subcontractors and/or the respective workers, managers, directors, officials, service providers, representatives and agents of both, or any other Party directly used by Seller for the delivery of Goods;

(f) Damage of property owned by Buyer, its affiliated companies, parent company, direct and indirect customers and their respective directors, shareholders, workers, agents, successors, assignees, customers, or third parties caused by acts or omissions of the Seller, any of its subcontractors and/or the respective workers, representatives and/or agents of both, or any other Party directly or indirectly employed by the Seller;

(g) Negligent acts or omissions of the Seller, of any of its subcontractors and/or their respective workers, managers, directors, officials, service providers, representatives and agents, or any other Party directly or indirectly employed by Seller;

(h) The infringement of any Applicable Law by Seller, or its employees, managers, directors, officials, service providers, representatives and agents, subcontractors and/or suppliers;

(i) Breaches related to the payment and withholding of taxes and social security contributions of the Seller's workers and its subcontractors;

(j) Non-compliance with payment of fees in the event of labor disputes to defend Buyer's interests, or those of its affiliated companies, parent company, direct and indirect customers and their respective directors, shareholders, employees, agents, successors, assignees, direct and indirect customers, or third parties.

(k) Failure by Seller to adhere to Export and Import Controls or Export and Import Compliance Requirements (as set forth below), except where such injury or damage was caused solely by the gross negligence of Buyer.

18.2 Seller shall reimburse Buyer any amount paid by Buyer to any third party due to all damages, prejudice, losses, impairment, penalties, claims, demands, expenses (including attorneys' fees) or liabilities of any nature attributed to Buyer, including but not limited to (i) costs of repair, modification, alteration, destruction, return or replacement of Goods; (ii) costs of relocation of the Goods manufacturing place by Seller, changes in its manufacturing process, including production of samples, engineering time or products returns by Buyer's customers, (iii) any and all damages, prejudice, penalties, sanctions, fines, claims, fees and any other amount charged to Buyer, or to its affiliates, parent companies, related parties, officials, directors, workers, or its direct or indirect customers; (iv) any and all damages, prejudice, penalties, claims, fees and any other amount charged from closings, inspections, freight and returns; and (v) Buyer's liability to any direct or indirect customer.

18.3 Seller accepts that Buyer may discount, offset or withhold any amounts Seller owes Buyer under this Purchase Order or any other agreement between the Parties, up to the amount owed to Buyer, from any amounts due hereunder to Seller. Buyer may provide Seller with notice at least 5 (five) business days in advance of the date on which the discount, offset or retention is made.

18.4 This indemnity shall survive the termination or cancellation of this Purchase Order, or any part hereof, and is independent of and in addition to other rights that Buyer may have under Applicable Law, in the event of Seller's liability under this Purchase Order.

## **19. INSURANCE.**

19.1 Unless stated otherwise in this Purchase Order, for work or services done for Buyer on premises designated by Buyer, Seller shall furnish Buyer, prior to commencement of the work or services, certificates of insurance showing that Seller has at least the following insurances:

19.1.1 Worker's Compensation, with a minimum coverage per event of USD \$[\*] ([\*] Dollars 00/100).

19.1.2 Employer's Liability, with a minimum coverage per event of USD \$[\*] ([\*] Dollars 00/100).

19.1.3 Comprehensive General Liability (including automobiles) , with a minimum coverage per event of USD \$[\*] ([\*] Dollars 00/100).

19.2 The insurances must contain all authorized and approved drafting by Buyer and be granted by any insurer, acknowledged or authorized by Buyer and competent authorities, when applicable. Insurance coverages shall not be allowed to change or expire until all services or work have been completed and accepted. Buyer shall be designated as the preferred beneficiary in the insurance policy or policies contemplated in this section, and will designate Buyer as an additional insured and will include a clause or express acknowledgment by the insurer not to subrogate the Seller's rights against Buyer.

19.3 Notwithstanding the foregoing, neither contracting the insurance policies nor payment of the insured amounts will exempt Sellers from its obligation in accordance with this Purchase Order's terms, nor will it limit the amount of said obligations.

## **20. DISPUTES.**

20.1 In the event of any conflict, dispute or difference regarding its interpretation, execution and compliance, the Parties expressly and exclusively submit to the jurisdiction of the competent courts of Monterrey, Nuevo León, Mexico, waiving therefore, to any other jurisdiction that may correspond due to their present or future address, or for any other reason.

## **21. CANCELLATION.**

21.1 Buyer reserves the right to cancel this Purchase Order, or any part thereof, at any time, without cause, by written notice to Seller. In such event, Buyer shall pay for all Goods or services delivered, completed, and accepted by Buyer and a reasonable settlement shall be reached, consistent with the price specified in this Purchase Order. Upon receipt of notice of cancellation hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in process and immediately cancel all orders or subcontracts given or made pursuant to this Purchase Order. Additionally, Buyer may terminate this Purchase Order, in whole or in part, upon reasonable written notice to Seller, if control of Seller changes (including (i) the sale, lease or exchange of a substantial portion

of Seller's assets used for the production of the services or Goods; (ii) the sale or exchange of a controlling interest in the shares or other ownership interests of Seller; or (iii) the execution of a voting or other agreement of control). Seller shall provide Buyer with written notices of a proposed and actual change of control at least ten days prior to the date the change of control is scheduled to occur and within ten days after the change of control has become effective.

## **22. NOTICE.**

22.1 All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) (x) when delivered in person or by messenger, in the day it was delivered or (y) when sent by electronic mail on the date of receipt of an electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, it will be deemed delivered on the next succeeding business day) or (z) when sent through local or private delivery services registered or certified, return receipt requested, on the date it is received by Seller in accordance with the delivery service records, and (ii) addressed to Seller or Buyer at the addresses set forth on this Purchase Order, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party.

## **23. NO SOLICITATION OF GIFTS.**

23.1 Seller agrees to report promptly to the Purchasing Vice President, any solicitation by an employee, agent or representative of Buyer or Seller of an offer or gift which is intended to induce or influence the other Party to engage in conduct which is corrupt, deceptive or otherwise improper.

## **24. REPRODUCTIONS.**

24.1 This Purchase Order, and all documents relating hereto, may be stored and/or reproduced by any means or process including electronic or mechanical means. If a Party signs this Purchase Order (whether in writing, by a computer generated signature, or by a signature created, transmitted, received, or stored by electronic means) and then transmits an electronic facsimile of the signature page (including, without limitation, in PDF format), the receiving Party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Purchase Order, unless such modification or change is noted on such electronic facsimile by the transmitting Party. If this Purchase Order is made available electronically and a Party signifies its consent to be bound by this Purchase Order by clicking "I agree" (or words of similar import) where indicated at the bottom of this Purchase Order or otherwise signifies its consent in accordance with the terms specified by the Electronic Procurement Program, then the receiving Party may rely upon such consent to this Purchase Order.

## **25. WORK ON BUYER'S PREMISES.**

25.1 When work under this Purchase Order is performed on Buyer's premises, Seller shall acquire, transport, deliver, unload, store, install, care, protect and assure all the tools, goods, supplies and/or equipment that are necessary for the provision of the services. Therefore, Buyer shall in no way



be liable for any direct or indirect damage, loss or theft that the Seller's tools, goods, supplies and/or equipment may suffer for any reason during the provision of the Services.

25.2 Seller agrees to indemnify and protect Buyer against all liability for any injury, expenses, losses, or direct/indirect damages to any person or property arising therefrom. Seller agrees upon request to furnish a certificate from its insurance carriers showing that it carries a workmen's compensation, public liability and property damage insurance coverage acceptable to Buyer.

## **26. COMPLIANCE WITH EMPLOYER OBLIGATIONS**

26.1 Parties acknowledge they are completely independent entities and that the nature of its relationship with each other constitutes a commercial relationship, so consequently there is no legal or factual employment relationship between the contracting Parties or between the workers of each of the Parties. Nothing contemplated herein shall be deemed as a joint venture, partnership, trust, agency or commission between the Parties for any purpose. Seller will at all times be the sole employer and responsible for its personnel in accordance with applicable labor law. Buyer shall at no time be considered as a substitute employer neither of Seller's or its subcontractors' workers, for which Buyer will not incur any type of employer responsibility in this regard. Seller undertakes to assume and cause its subcontractors to assume all individual and collective labor responsibilities for all the workers assigned or contracted for the delivery of Goods. Therefore, Seller undertakes to comply with all the labor obligations that it is responsible for with respect to its own workers, including without limitation, those social security, housing funding, retirement savings fund or any other obligation in Applicable Law, as well as to pay the respective taxes and fees and make the applicable withholdings on the wages of their own workers. Consequently, Seller undertakes to indemnify and hold Buyer, its directors, shareholders, workers, agents, successors and assignees harmless from any claim, controversy or lawsuit, including without limitation those related to labor risks or civil liability, that could arise between Buyer and any of the workers that Seller or any of its subcontractors use to comply with its obligations under this Purchase Order, including reimbursement to Buyer for any expenses (including legal fees and other legal expenses) that it Buyer would have incurred for its defense, even in the event that the authorities condemn Seller for not responding any labor claim or not having effectively exempted itself from it or not having attended the respective hearing.

26.2 Seller shall be solely and exclusively responsible for all obligations derived from the legal provisions on labor, social security and tax matters in relation to its workers and will have the obligations specified, but not limited to, hereunder:

- a. All individuals used by Seller to fulfill their obligations must be acknowledged by Sellers as its workers for purposes of the applicable labor law and be registered with the social security and all applicable labor authorities, as determined by Applicable Law.
- b. Seller must comply with all the obligations related to the payment of salaries, benefits, employee fees, housing contributions, income tax, payroll tax (tax on payments for personal work remuneration) and others inherent to the personnel used, having to comply with all the obligations indicated by applicable labor law and authorities.

c. Seller must attend, pay or cancel, in a timely manner, any requirement notified by the labor, social security and/or tax authorities.

d. In the event that any applicable labor, social security or tax authorities in charge of collecting the Income Tax and/or the payroll tax (tax on expenses for personal work remuneration), collects from Buyer quotas, contributions and/or taxes derived from Seller's representatives and/or workers or suppliers thereof, Seller must, once notified by Buyer, pay and/or cancel the collection that the authorities intend, holding Buyer harmless from any responsibility. As long as Seller does not pay and/or cancel the tax claim in question within a period of 10 (ten) business days following Buyer's notice, Buyer is authorized to, at any time after said period, pay the requesting authority the total amount of the collection that the authorities intend, plus updates, surcharges, fines and any other corresponding amount, with Buyer being authorized to deduct the amounts thus paid from any payment owed to Seller for any reason. The amount paid may not be claimed under any circumstances by Seller to Buyer and it will be understood that it was paid directly to Seller

e. Seller shall timely pay to local labor, social security and the tax authorities the total of the applicable monthly and bimonthly employer employee fees, contributions and amortizations of housing and payroll tax (tax on disbursements for salaries to personal work) in relation to all the representatives and workers and to provide a copy of said payments to Buyer on a monthly basis, no later than the 25th day of each calendar month, when applicable. Failure to provide said copies in a timely manner will be cause for suspension of Buyer's obligation to pay Seller any invoice and/or receipt and/or any other amount in its favor, until it complies with said obligation. The suspension in the payment foreseen in this subsection will in no case generate interest in favor of Seller.

f. Seller will be responsible for all direct and indirect damages caused to Buyer, its shareholders, partners, officials, workers, direct and indirect customers, suppliers, subcontractors and/or third parties caused by Seller's breach of any or all of its labor obligations. Buyer may directly deduct them from any payment, invoice and/or receipt and/or any other amount due to Seller. Notwithstanding the forgoing, Buyer may terminate or cancel at any time the Purchase Order and claim the other legal rights arising from it.

g. Seller must notify Buyer as soon as possible of any controversy and/or labor dispute, real or potential, that may affect Buyer or that delay or could delay Seller's fulfillment of its obligations, and shall provide Buyer with all the relevant information, as well as the measures to be taken in order to fulfill their obligations. In the event that Seller becomes aware of any controversy and/or labor dispute that could affect Buyer or delay, suspend or stop the delivery of Goods, Seller must take all necessary measures to fulfill its obligations derived from the Purchase Order, with the understanding that said cause will not exempt Seller from any responsibility.

26.3 Buyer may request Seller to change or replace personnel that, at its sole discretion, is or may be harmful or technically unsuitable for the delivery and/or manufacturing of Goods, without any liability for Buyer, and Seller must comply with said request within a period of no more than forty-eight 48 (forty-eight) hours, counted from the time and date on which said request was made.

## **27. IMPORT-EXPORT CONTROLS.**

27.1 The Parties acknowledge that they, as well as the Goods, services, work and technology (hereinafter, the "Items") sold or otherwise transferred under this Purchase Order, may be subject to import and/or export Applicable Law, controls, embargoes, sanctions and similar laws, regulations and requirements (hereinafter, the "Controls"), as well as Buyer's import and export policies, controls, and procedures as communicated to Seller in writing by Buyer during the course of their business relationship hereunder (hereinafter, the "Compliance Requirements"). Seller agrees to: (1) comply with all Controls; (2) comply with Seller's obligations under Compliance Requirements; and (3) provide Buyer with all information and documentation deemed necessary by Buyer or required by Applicable Law in order for Buyer to comply with all Controls as they relate to the business transaction the subject of this Purchase Order.

27.2 Seller is to report to Buyer any suspected or actual violations of any Controls that are attributable to the Items or employees of Buyer or its subsidiaries, to the extent such reporting is legally permitted in Seller's country. Seller may also report any suspected or actual violations of Compliance Requirements. Any such reports may be submitted anonymously and in confidence, without threat of retaliation.

27.3 Notwithstanding anything to the contrary set forth in this Purchase Order, should Seller fail to comply with (i) Controls or (ii) Compliance Requirements, Buyer reserves the right to immediately terminate this Purchase Order and its business relationship with Seller without liability therefor to Seller.

## **28. COMPLIANCE WITH APPLICABLE LAW.**

28.1 Seller must comply with at all times with any laws, regulations, official norms, standards, certifications, decrees, resolution of general application and other municipal, state, federal regulations, current and mandatory, of any competent authority in the United States, Mexico or abroad that is applicable to Buyer, its direct or indirect customers, the Goods and Seller (hereinafter, the "Applicable Law"). Therefore, Seller must comply and ensure that its workers, subcontractors, suppliers and other related Parties comply with any Applicable Law, including but not limited to, those related to the following matters: tax, labor, social security, civil, commercial, administrative, consumer protection, criminal, prevention and identification of operations with resources of illicit origin, anti-corruption, economic competition, customs, foreign trade, environmental, processing of hazardous waste, anti-discrimination, international treaties (including the T-MEC), unfair competition, trade embargoes, and economic sanctions imposed by the United States or any country where the Parties reside or conduct business, or Goods are delivered. Neither Seller nor its officials, directors, workers, agents, consultants, representatives, suppliers, contractors, business partners and affiliates have carried out and will not carry out any act that causes Seller or Buyer to infringe Applicable Law. Seller must: (i) respond for any costs and delays caused by any non-compliance with Applicable Law; (ii) notify Buyer as soon as possible, taking into account the circumstances of the case, when it becomes aware of any inconsistency between the specifications of the Goods and/or Applicable Law; and (iii)

immediately notify Buyer of any suspension or interruption in the delivery of Goods due to any breach of Applicable Law.

28.2 Seller shall comply with the United States Foreign Corrupt Practices Act, the General Law of the National Anticorruption System (Ley General del Sistema Nacional de Anticorrupción), the General Law of Administrative Responsibility (Ley General de Responsabilidades Administrativas) and, in general, any other applicable regulations to combat bribery, conflicts of interest and/or corruption in the country where the Parties reside or conduct business and where Goods are delivered. Additionally, Seller understands and agrees that in the delivery of Goods and nothing in this Purchase Order construes any offer, promise to pay or pay any sum of money or valuables, or seek to influence inappropriately, directly or indirectly, to any government official, political party, party official or candidate for political office, in order to influence their actions in order to use their position to obtain an inappropriate advantage in relation to any undertaking business, contract or agreement in which the Seller participates.

28.3 In order to support Buyer and its direct or indirect customers in complying with their corporate social responsibility obligations, the Seller agrees that it will adopt all of Buyer's internal policies and regulations, including provisions on human rights, ethics, safety, anti-bribery and corruption, sustainability and diversity contained therein, as well as communicating these obligations, values and expectations through its organization, its subcontractors and suppliers.

## **29. BUYER'S AFFILIATES RIGHTS.**

29.1 Seller acknowledges and accepts that the obligations indicated herein may be demanded in a particular and unilateral manner by each of the Buyer's affiliates or parent companies, regardless of Buyer's respective right to request them for their benefit or for the benefit of any of its affiliates, and shall comply with said obligations in accordance with the terms indicated herein in favor of any of the Buyer's affiliates that so require. The stipulation in favor of the Buyer's affiliates may not be revoked by Seller even in the event that any of the Buyer's affiliates has not expressed their willingness to take advantage of it, Seller also waives any right to oppose to Buyer's affiliates the exceptions that Buyer may have under this Agreement. In no case and for no reason shall it be understood that Buyer, its affiliates, will be considered as guarantors or jointly obligated to each other.

## **30. MISCELLANEOUS.**

30.1 (a) The failure of either Party in any one or more instances to insist on performance of any of the provisions hereof, or any part thereof, shall not be construed to be a waiver of such provision, or any part thereof in the future; (b) This Purchase Order, its performance, any interest herein or in any monies due or to become due herein, may not be assigned or subcontracted by Seller without the prior written consent of Buyer; (c) The remedies herein reserved by Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity; (d) All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for setoff or counterclaim arising out of this or any other of Buyer's contracts or agreements with Seller; (e) This Purchase Order is executed in english and spanish, notwithstanding the aforementioned this english version and any other translation of this Purchase Order shall have no force nor effect, the Spanish version

and shall supersede any other version of this document, and, if it is required to have the Purchase Order in a language other than Spanish, only the version that has been translated from the Spanish version by an expert translator chosen by the Buyer will be valid.; (f) This Purchase Order, as revised by Buyer from time to time, including all documents referenced herein, contains the entire agreement of the Parties with regard to the subject matter hereof, supersedes any prior communications, commitments or agreements between the Parties relating to the subject matter hereof, and no terms or conditions, agreements, specifications, or proposal submitted by Seller shall apply to any Purchase Order issued by Buyer to Seller relating to the subject matter hereof unless accepted in writing by Buyer, and Buyer hereby objects in advance to any additional or different terms proposed by Seller; and (g) This Purchase Orders is made under the Applicable Law in Monterrey, Nuevo León México, (without giving effect to the conflict of law principles thereof) and this Purchase Order shall be governed by and construed in accordance with the Applicable Law in México, and in the previous regard Seller and Buyer mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to this Purchase Order or the sale by Seller to Buyer of any services or Goods contemplated hereunder.