

# SACO AEI POLYMERS

## TERMS AND CONDITIONS FOR PURCHASE ORDERS

*Applicable to all Products purchased from a Seller entity located in Mexico (Estados Unidos Mexicanos/ United Mexican States).*

### **1. GENERAL PROVISIONS**

These general terms and conditions ("GTC") for the sale of Products shall apply to any Contract except as otherwise expressly agreed in such Contract. In case of conflicting provisions, the wording of the GTC shall prevail unless and to the extent that the Contract expressly states otherwise. Any general or special purchase conditions of Buyer, including those implied by trade custom, practice or course of dealing, are hereby explicitly and entirely rejected and shall not apply to any Contract even if referred to or printed on any Order or any other document or communication of Buyer.

### **2. DEFINITIONS**

The following terms shall have the following meaning:

**2.1 "Affiliate"** Means, in relation to a Party, any entity which at that time, directly or indirectly, controls or is controlled by or is under common control with such Party. "Control" means having the majority of the voting rights in the shareholders/partners meeting of the entity.

**2.2 "Business Day"** Means a day other than Saturday, Sunday or a public holiday in the country of either Party, or any day when major banks are open for general business.

**2.3 "Buyer"** Means the legal entity specified in the relevant Contract as purchasing Party.

**2.4 "Contract"** Means any agreement for the sale and purchase of Products (a) resulting from Buyer's Order and Seller's Order Confirmation or (b) executed by Seller and Buyer, or proposed by one Party and accepted by the other Party in writing including by exchange of correspondence or email or other forms of written communication that states clearly a mutual agreement to enter into a binding Contract.

**2.5 "Force Majeure"** Means any circumstance beyond the reasonable control of the affected Party, including but not limited to, acts of God, fire, flood, war, terrorism, piracy, accident, explosion, labour trouble, embargoes or other import or export restrictions, government-imposed currency restrictions, price controls, shortage or inability to obtain energy, equipment, transportation, raw materials or Product, breakdown or malfunctioning of any plant, or good faith compliance with any regulation, direction or request, whether valid or invalid, made by any governmental or other authority. Payment difficulty shall not constitute Force Majeure. Force Majeure shall include epidemics, pandemics, or public health emergencies declared by a competent governmental authority that materially affect Seller's ability to manufacture, supply or transport the Products.

**2.6 "Incoterms"** Refers to the 2020 version as issued by the International Chamber of Commerce, unless the Contract explicitly refers to the 2000 or 2010 version.

**2.7 "Off-spec Products"** Means Products not in conformity with the Specifications.

**2.8 "Order"** Means the document issued by Buyer to order Products for purchase from Seller (including any call off orders under a term Contract).

**2.9 "Order Confirmation"** Means the document or other written communication issued by Seller to Buyer accepting an Order.

**2.10 "Party"** Shall mean each of Seller and Buyer and "Parties" shall mean Seller and Buyer.

**2.11 "Product(s)"** Means the product(s) and/or services specified in the Contract.

**2.12 "Seller"** Means the legal entity specified in the relevant Contract as selling Party.

**2.13 "Specifications"** Means Seller's manufacturer's specifications for a Product in effect at the time of manufacture, or such other specifications as shall have been expressly agreed in writing by Buyer and Seller in the Contract or in a technical datasheet (TDS) applicable to a Product or otherwise.

### **3. ORDERS**

**3.1** Orders issued by Buyer shall become binding on Seller only upon the issuance of an Order Confirmation, or upon delivery of the Products, whichever is earlier. No changes to an Order issued by Buyer shall be binding unless Seller issues a new Order Confirmation or upon delivery of the Products in accordance with such changes, whichever is earlier. Cancellation by Buyer of an Order already confirmed by Seller is always subject to Seller's written acceptance and may be subject to compensation as provided in clause 10.3.

**3.2** Any Order by and delivery to Buyer is subject to, amongst others, general credit approval and a specific credit limit set by Seller for Buyer at its reasonable discretion. In the event that at any time Buyer places an Order to Seller which, as such or cumulated with the value of previous Orders for which payment is not yet received in full by Seller, exceeds the credit limit(s) set by Seller, Seller shall promptly inform Buyer and shall be entitled at its absolute discretion, at any time, thereby informing Buyer, to suspend or cancel such Order, or all or part of any delivery under such Order, including any Order for which an Order Confirmation has already been sent to Buyer and without any liability (subject to clause 7.12), for as long as such credit limit is exceeded or until Buyer provides security acceptable to Seller in respect of any amount in excess of the credit limit.

**3.3** In case Buyer purchases 'make to order' Products from Seller on a continuous basis, Buyer shall send at least ninety (90) days prior written notification to Seller in the event that Buyer decides to no longer order or phase out ordering of volumes of such special Products to be manufactured by Seller, failing which Buyer shall have the obligation to purchase any stock of such Product based on forecasted volumes. For the avoidance of doubt, this clause does not create an obligation for Seller to deliver such Products to Buyer and such obligation will only arise through an Order Confirmation.

### **4. DELIVERY**

**4.1** Seller shall deliver and Buyer shall take Products at the delivery point and in accordance with the delivery term as each are specified in the Contract or otherwise agreed. Delivery may be made in installments. If no delivery term is specified in the Contract, the applicable delivery term shall be EXW (Incoterms).

**4.2** Delivery of the Products shall be deemed to have occurred at 9am on the first Business Day after the delivery date.

**4.3** Buyer shall not be entitled to reject a variation in quantity of delivered Product if the Seller delivers up to and including 5% more or less than the quantity specified in the Contract. The quantity recorded on Seller's officially calibrated weighing equipment at the point of loading shall be accepted by Parties as correct. In any event Buyer shall be invoiced and shall pay the quantity actually delivered.

**4.4** Delivery dates indicated in Order Confirmations are estimates. However, Seller shall use commercially reasonable efforts to observe the estimated time and date or time window of delivery confirmed by Seller in the Order Confirmation.

**4.5** Save for the circumstances set out in clause 4.6, if Seller fails to deliver the Products in accordance with the Order Confirmation, its liability shall be limited to the costs and expenses incurred by Buyer in obtaining replacement products of similar description and quality in the lowest cost market available, less the price of the Products, provided that Seller's liability shall never exceed the limitation mentioned in clause 7.8.

**4.6** If Buyer refuses to accept delivery of the Product or when such delivery is not possible due to circumstances that are attributable to or for the risk of Buyer, Seller may, without prejudice to its other rights and remedies, arrange for the storage (including insurance) of the Product at the expense and risk of Buyer.

## **5. PRICE, INVOICES AND PAYMENTS**

**5.1** The price of the Product and the currency of payment shall be as specified in the Order Confirmation or, if not so specified, by Seller's listed prices in effect at time of shipment.

**5.2** All prices are for deliveries in accordance with the delivery term stated in the Contract or in these GTC and include standard packaging costs. All prices are exclusive of any taxes, VAT, levies and other charges, whether of a general or of a special nature, which shall be charged to and due and payable by Buyer. Buyer shall provide Seller with all information and documentation required to determine the VAT regime applicable to the sale and delivery of Products to Buyer (and when failing to do so it shall indemnify Seller against any cost and losses incurred by Seller as a result). Any licences, consents or similar required for the import and use of the Product shall be attended to according to the relevant Incoterm.

**5.3** Seller shall be entitled, up to the time of shipment and with at least fifteen (15) days' prior written notice, to increase the purchase price to be paid by Buyer for Products in the event of: material increases in (i) the cost of procuring raw materials; (ii) wage and non-wage labour costs; (iii) energy costs; (iv) import and export costs; (v) taxes, duties or other levies; (vi) costs based on environmental regulations or a modification of rates of exchange, including in relation to individual Orders that have already been confirmed by an Order Confirmation and Buyer hereby (now for then) accepts such increases.

**5.4** Seller shall be entitled at its discretion to issue invoices to Buyer in digital format via e-mail. Such e-invoices shall be deemed originals. Upon Seller's request, Buyer shall be responsible for providing a dedicated and secure e-mail address and will give Seller at least five (5) days written notice before changing such e-mail address.

**5.5** Payments shall be received on Seller's designated bank account (in cleared funds) ultimately within thirty (30) days of the invoice date. Seller shall be entitled to issue an invoice to Buyer as of the date of loading of the Product for delivery. Payments due on any day which is not a Business Day shall be received on the last Business Day prior to such day. Seller may at all times assign its invoices to a factoring company in which case payments shall be made into the account mentioned on the invoice.

**5.6** Without any notice of default being required to that effect, Buyer shall pay on demand interest on any amount not received by Seller on the due date from the due date up to and including the date of actual payment at the rate of the statutory interest for commercial transactions applicable in the country of Seller. Such interest may be invoiced separately by Seller. Buyer shall reimburse Seller for Seller's full costs of collection and legal costs in the event the Products are returned to Seller due to Buyer's non-payment (save for where such non-payment is directly caused by the Seller's breach of the Contract) and related legal costs.

**5.7** If Buyer fails to pay any amount and such amount is not received by Seller on the due date, upon Seller's written demand all other amounts owed by Buyer to Seller but not yet due, shall become immediately due and payable on the date indicated by Seller in its demand.

**5.8** Payments shall be made without any deduction or withholding, except as required by law, set off or counterclaim to justify withholding payment of any such amount, and regardless of any amount being disputed.

**5.9** In addition to the circumstances set forth in clause 5.7, all amounts owed by Buyer to Seller shall be accelerated and become immediately due and payable if: (i) Buyer sells, transfers or otherwise terminates the line of business for which the Products are purchased; (ii) Buyer is a participant in a merger, acquisition, or other corporate reorganization; or (iii) Seller has reasonable grounds for insecurity with respect to Buyer's ability to perform its payment obligations. In such cases, Seller may demand immediate payment in full or delivery of a documentary or stand-by letter of credit issued or confirmed by a bank acceptable to Seller, or other financial security acceptable to Seller.

## **6. OWNERSHIP**

**6.1** Notwithstanding delivery, and without prejudice to the transfer to Buyer of the risk of loss of or damage to the Products according to the relevant Incoterm, legal and beneficial title in the Products shall remain vested exclusively in Seller until Buyer has paid in full the price for such Products.

**6.2** During the period in which title in the Products remains vested in Seller, Buyer holds the Products as bailee for Seller and Buyer shall identify and, insofar as the nature of the Products permits, store the Products separately or in a manner that they cannot be confused with other goods or, where this is not possible, specifically record the volume of Products belonging to Seller contained in any common storage. Buyer shall insure the Products against all risks at their full replacement value. Buyer may use or sell such Products in the ordinary course of business, subject to clause 6.3 and 6.4.

**6.3** In the event Buyer sells the Products referred to in clause 6.2, any Buyer's claims towards third parties who purchase such Products and any and all proceeds from the sale of such Products are hereby assigned to Seller, who accepts such assignments. Seller may terminate the rights of Buyer to hold and use the Products by written notice in the event the payment of any invoice related to Products delivered to Buyer becomes overdue. Such rights shall automatically terminate in case of suspension of payments, controlled administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) involving Buyer, or Buyer enters into an arrangement with its creditors. Upon termination of such rights: (a) all sums owed by Buyer shall become immediately due and payable; (b) Seller shall be entitled to retake possession of the Products and for any such purposes shall be granted access to Buyer's premises.

**6.4** In the event that Buyer uses the Products referred to in clause 6.2 and Products are processed or otherwise mixed with other goods to form a new product, upon manufacture of such new product title therein shall be vested in Seller pro-rata, on the basis of the value of the Products over the value of such new product and in respect of each such new product the provisions of this Article 6 shall apply *mutatis mutandis*. If the foregoing is not fully valid or enforceable under applicable law, the rights of Seller shall be valid and enforceable to the maximum extent possible.

### **6.5 Enhanced Security Interest**

This security interest shall be governed by and construed in accordance with the laws of the jurisdiction where the Products are located at the time the security interest is enforced. Where the Products are located in Mexico, this clause shall be interpreted and enforced pursuant to the *Sección Séptima* / Section Seven of the *Ley General de Títulos y Operaciones de Crédito* (LGTOC) / General Law of Credit Instruments and Operations. Where the Products are located in any other jurisdiction, this clause shall be construed as creating an equivalent security interest, pledge, or lien over the Products under the applicable local law of such jurisdiction, and Buyer hereby consents to the registration or perfection of such interest in any applicable registry or filing system required by local law. In all cases, Buyer shall execute any documents and take any actions necessary to perfect and maintain Seller's security interest under the applicable local law, at Seller's request and at Buyer's cost.

In addition to the retention of title set forth in clause 6.1, Buyer hereby grants to Seller a security interest and, where applicable under Mexican law, a *prenda sin transmisión de posesión* / pledge without transfer of possession pursuant to the *Sección Séptima* / Section Seven of the *Ley General de Títulos y*

*Operaciones de Crédito* (LGTOC) / General Law of Credit Instruments and Operations — over all Products delivered and not yet fully paid for, including any proceeds and products derived therefrom.

Buyer shall cooperate fully with Seller to execute any documents necessary for the registration of the security interest before the *Registro Único de Garantías Mobiliarias (RUG)* / Unique Registry of Movable Guarantees, or any equivalent registry in the applicable jurisdiction, within five (5) Business Days of Seller's request.

For purposes of identifying the location of the Products subject to this security interest, the delivery address stated in each Order Confirmation shall be deemed the location of the Products. Buyer shall notify Seller in writing within five (5) Business Days if the Products are moved to a different location after delivery.

Buyer shall maintain the Products in good condition and shall not deteriorate or diminish their value. Seller shall have the right to inspect the Products at any time upon reasonable prior notice to verify their condition and existence.

Buyer shall not sell, transfer, encumber or otherwise dispose of any Products subject to this security interest without Seller's prior written consent, except in the ordinary course of business as permitted under clause 6.2.

In the event of default by Buyer, Seller shall be entitled to enforce this security interest through extrajudicial proceedings / *procedimientos extrajudiciales* as permitted under applicable law. Where Mexican law applies, the Parties agree to designate a notary public / *fedatario público* acceptable to Seller to act as executor in any such extrajudicial enforcement proceeding. In other jurisdictions, enforcement shall follow the applicable local procedures. In all cases, the value of the Products shall be determined by an independent appraiser / *perito valuador* designated by Seller.

Buyer shall not change its legal name, jurisdiction of formation, or the location of any unpaid Products without prior written notice to Seller. Any such change without notice shall constitute a material breach of these GTC.

## **7. WARRANTIES AND LIABILITIES**

**7.1** (a) Seller warrants that at the time of delivery in accordance with the applicable Incoterm, it shall have good title to the Products and the Products shall be free of liens and encumbrances.

(b) Seller further warrants that at the time of delivery in accordance with the applicable Incoterm, the Products shall conform to the Specifications.

**7.2** This limited warranty is given only to Buyer and does not extend to any subsequent purchaser or transferee of Products.

**7.3** For avoidance of doubt, properties relating to Products contained in any product documentation do not constitute Specifications unless contained in a Specification.

**7.4** Any representations, warranties and implied conditions in relation to Products delivered by Seller other than stated in clause 7.1 (including but not limited to any representations, warranties and implied conditions in relation to the composition, properties, quality, performance or freedom from any defects, whether known or unknown to Seller), statutory or otherwise, are hereby excluded, insofar as such exclusion is permitted by law and except for written limited warranties for specific sheet or film products. The Seller gives no express or implied warranty in relation to the Products' fitness for a particular purpose, including the Buyer's intended application of the Products, nor shall the Seller be liable for any inappropriate use or distribution of the Products by the Buyer.

**7.5** Warranties and implied conditions on merchantability and fitness for purpose are hereby explicitly excluded. No such warranties or conditions are to be implied from the name or description under which Products are sold or from the fact that a purpose is known or from any advice given by Seller, its employees or agents or Affiliates.

**7.6** Buyer must inspect the Products within forty-eight (48) hours of delivery of the Products in accordance with clause 4, and any claims by Buyer in relation to quantity of Product, latent defects, quality of Product, damage to Product, packaging or otherwise shall be reported to Seller in writing within forty-eight (48) hours after Buyer becomes aware or should have become aware of the grounds of such claims, failing which Buyer shall no longer be entitled to raise and enforce such claim.

**7.7** With respect to any claim for breach of Seller's warranty set forth in clause 7.1 or otherwise under these GTC, Buyer shall not be entitled to raise claims against Seller nor start legal proceedings after the date Products are processed, resold or otherwise disposed of, or after one hundred and eighty (180) days from the date of shipment (or such other period as specified in the applicable technical data sheet incorporated into a Specification in respect of a Product) (the "Warranty Period"), whichever comes first. For the avoidance of doubt, the warranty shall not apply in the event of alleged latent defects discovered by the Buyer after use of the Products unless these are reported in accordance with clause 7.6 above. The warranty will automatically lapse in the event of any misuse of the product by the Buyer.

**7.8** Should Seller be liable as a result of breach of the warranty in clause 7.1(b), Seller's total liability shall be limited to the replacement of the Off-spec Product with Product in compliance with the warranty or, if so agreed by the Parties and subject to Seller's prior written approval, the issuance of a credit note equivalent to the purchase price paid for the Off-spec Products, applicable solely against future purchases from Seller. Such credits shall be non-transferable and shall expire twelve (12) months from the date of issuance if not used. This remedy is Buyer's exclusive remedy for breach of warranty and defects in the Products.

**7.9** Subject to clause 7.12, Seller's total liability to Buyer arising out of or in relation to a Contract, whether in contract, tort (including negligence) or otherwise, for any loss or damage incurred by Buyer as a result of any breach of a Contract by Seller shall be limited to an amount equal to the purchase price of the Products related to which the claim is raised.

**7.10** Subject to clause 7.12, in no event shall Seller be liable for (i) any indirect, consequential or special damages; or (ii) loss of profit or turn-over, or costs resulting from delays or damages to any products, installations and property.

**7.11** Buyer agrees to indemnify, defend and hold Seller harmless from all losses, damages and costs (including reasonable legal costs) incurred in connection with any third party claims, including intellectual property infringement claims, resulting from the sale of Products to Buyer, the processing or sale by Buyer of Products or other goods manufactured using Products and for which Seller is not liable under these GTC.

**7.12** Nothing in the Contract (including these GTC) shall limit or exclude Seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

**7.13** Buyer represents and warrants that it is solvent and able to pay the price for the Products and that all financial and business information provided to Seller is accurate and complete. Buyer shall notify Seller immediately if it becomes insolvent or if there is a material adverse change in its financial condition before or after delivery of the Products. Each acceptance of delivery by Buyer shall constitute a reaffirmation of Buyer's solvency at the time of such delivery.

## **8. TECHNICAL ADVICE AND OTHER SERVICES**

Buyer is responsible for the design, processing, testing and labelling of any product produced using Seller's Products. Seller does not control or influence the use, conversion, processing of Products by Buyer and manufacturing by Buyer. Buyer shall not rely on any representation or statement made by, or on behalf of, Seller with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained in Seller's product literature or web sites, including any design aid or other service made available by Seller. Buyer shall have full responsibility to test and investigate the Products sufficiently to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer. Subject to clause 7.1(b) and clause 7.12, Seller shall not be liable for advice, statements,

information, services or recommendations given or made to Buyer. Buyer shall be solely responsible for its intended use of the Products and the Seller shall have no liability whatsoever towards the Buyer or any third party in relation to any use of the Product by the Buyer otherwise than in compliance with the relevant Specification.

## **9. FORCE MAJEURE**

**9.1** Neither of the Parties shall be liable for any breach, non-performance or delay in performance of a Contract caused by Force Majeure.

**9.2** In the event of any Force Majeure, Seller shall have no obligation to procure Products from any third parties in order to comply with any obligations under a Contract nor shall Seller be required to make up for any quantities not supplied during the period of Force Majeure or to extend the period of any Contract to this effect.

**9.3** Seller shall be entitled to terminate any Order in the event of Supplier's obligations under such Order being prevented or adversely impacted by any Force Majeure.

**9.4** In addition to the above, whenever Seller's supply of Products, raw materials, or means of production is insufficient to meet estimated delivery schedules whether due to Force Majeure or other circumstances beyond Seller's reasonable control Seller may, at its sole discretion, allocate its available supply among its own operations, Buyer, and other customers. Seller shall not be liable for any losses, damages or costs incurred by Buyer as a result of such allocation decisions.

## **10. SUSPENSION AND TERMINATION**

**10.1** If at any time (a) Buyer is in material breach of a Contract or this GTC and where such breach is remediable, fails to remedy it within thirty (30) days from the date the breach occurs, (b) Buyer fails to pay any invoice when due, (c) the credit position of Buyer has significantly deteriorated, (d) the credit rating of Buyer or any parent company of Buyer by any credit agency is downgraded or is discontinued, (e) an attachment, sequestration or other similar process is enforced upon assets of Buyer and is not discharged within fourteen (14) days, (f) Buyer passes a resolution for winding up or if a court makes an order to that effect, or analogous proceedings are instigated under applicable local laws, (g) there is an application for or the initiation of any proceedings for the bankruptcy, insolvency, winding up, administration, liquidation of or other similar proceedings relating to Buyer other than where such proceedings are being contested in good faith and with due diligence and are discharged within fourteen (14) days of commencement of such proceedings, (h) a receiver, administrator, trustee or other similar official or analogous local equivalent is appointed in relation to Buyer or to the whole or a part of its assets, (i) Buyer enters into any composition with creditors generally, (j) any person acquires the Control of Buyer, or (k) Buyer admits that it is, becomes or is declared unable to pay its debts as they fall due or is deemed unable to pay its debts in accordance with such other equivalent local applicable insolvency or bankruptcy law, then in each such cases Seller shall be entitled to (1) suspend its obligations under the Contract(s), including but not limited to the supply of Products to Buyer, including under any accepted Orders and or any Products in transit, or suspend acceptance of any further Orders from Buyer, as Seller in its discretion may deem fit at that moment; and/or (2) require Buyer to provide Seller with a security acceptable to Seller or pay for any deliveries by cash in advance and/or (3) terminate any Contract immediately by written notice to Buyer without any liability of Seller for any such termination.

**10.2** The termination of any Contract shall be without prejudice to any rights or obligations which accrued prior to such termination and shall not affect clauses 6 (Ownership), 7 (Warranties and Liabilities), 11 (Confidentiality) and 15 (Applicable Law and Dispute Resolution) which shall survive any such termination.

**10.3** In the event that Buyer cancels a confirmed Order prior to delivery, such cancellation shall be subject to Seller's written acceptance and Buyer shall compensate Seller for all costs incurred up to the date of cancellation, including but not limited to costs of raw materials, labour, manufacturing overhead, and any third-party commitments made by Seller in connection with the Order. In addition, Buyer shall pay Seller a

penalty equivalent to fifteen percent (15%) of the total sale price of the cancelled Order. The Parties agree that such amount represents a reasonable pre-estimate of the losses Seller would suffer as a result of such cancellation.

## **11. CONFIDENTIALITY**

The content of any Contract and/or any information received from Seller in connection with any Contract shall be held strictly confidential by Buyer and shall not be disclosed or made accessible by Buyer to any third parties without the prior written consent of Seller, provided that Buyer may, without such approval of Seller being required, disclose any such information to: (a) its employees or its Affiliates' employees to the extent reasonably necessary for the performance of the relevant Contract, provided that such employees are bound by confidentiality obligations not less stringent than contained in these GTC; or (b) to the extent required by any applicable laws, any governmental authority or court order. Buyer's obligations referred to in this clause shall not apply to any information, which Buyer can prove by written evidence: (a) is or through no breach of these GTC by Buyer becomes generally known or available to the public; (b) is known to Buyer at the time of disclosure; (c) is after disclosure by Seller disclosed to Buyer in good faith by a third party without breach of an obligation of secrecy to Seller; or (d) was developed by or on behalf of Buyer independently of the information received from Seller.

### **11 A. RESTRICTION ON PURCHASES FROM SELLER'S SUPPLIERS**

Buyer shall not purchase directly from any supplier of Seller any Products or components thereof that have been purchased by Buyer from Seller, for a period of two (2) years following the date of the last purchase of such Products or components from Seller. Buyer shall not disclose to any third party the identity of Seller's suppliers or sources of supply of materials used in the manufacture of the Products. Any breach of this clause shall entitle Seller to terminate any or all Contracts with immediate effect and seek damages for any losses suffered as a result of such breach.

## **12. INTELLECTUAL PROPERTY**

Any sale of Products, or suggestions Seller makes about possible applications, designs or uses of Seller's Products shall not, by implication or otherwise, convey any license to or transfer of any intellectual property rights related to the Products and owned by or licensed to Seller and/or its Affiliate(s) nor are they a recommendation for use of such Products, applications or designs which may infringe any intellectual property right. Buyer assumes all risks of any intellectual property infringement claims resulting from the use, (re)sale or processing of the Products, whether singly or in combination with any other materials. In the event that Buyer receives any claim from a third party alleging that Products, as delivered to Buyer, infringe such third party's intellectual property rights, Buyer shall promptly inform Seller and, Buyer shall strictly follow Seller's instructions in any response to such claim. In such case, Seller shall have the right to defend Buyer and if necessary will either, at Seller's discretion, if possible replace such Products with non-infringing Products or, refund the purchase price of such Products. The foregoing sentences state the entire obligation of Seller for intellectual property infringement by any Product sold under the Contract.

## **13. TRADE CONTROL AND COMPLIANCE**

**13.1** Buyer acknowledges that information, Products and material provided under any Contract may be subject to economic sanctions, export and import regulations, and any use or transfer of controlled information, Products and materials, and/or their direct products, must be authorized under those regulations of the government of the country or territory where the information and materials are being imported, exported, or re-exported. Buyer agrees that it will comply with all applicable economic sanctions, export and import regulations of the government of the country or territory where information, Products and materials are being imported, exported, or re-exported, and shall be responsible for obtaining all relevant licences and consents in accordance with clause 5.2 above.

**13.2** Buyer shall ensure that at any time (including without limitation during delivery or collection, handling, storage, treatment, transport, use and commercialization of Products) itself, its contractors or any other

party acting on its behalf, complies with all applicable laws and regulations related to health, safety and environment, the recommendations in the material safety data sheets (SDS), all safety and other procedures in force at the relevant delivery point, and in any event in a manner consistent with the standards of a reasonable and prudent operator. Buyer will take all precautions as may be appropriate for hazards identified in the SDS and properly manage and dispose of all wastes and residues resulting from its use of Products, including any disposable packaging, in accordance with applicable laws and regulations.

**13.3** Buyer shall ensure that at any time (including without limitation during delivery or collection, handling, storage, treatment, transport, use and commercialization of Products) itself, its contractors or any other party acting on its behalf, complies with any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, and/or (b) offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for Buyer's benefit. Any material breach or violation by Buyer of these representations, warranties and undertakings shall give Seller the right to terminate any or all Contracts with immediate effect and be relieved of any obligations relating to this Agreement or such Contracts or related invoices (as applicable).

**13.4** In the event of a breach of the provisions in this clause 13, Buyer shall fully indemnify, protect, defend and hold harmless Seller and its Affiliates, officers, directors, agents and employees from and against any and all claims, losses and liabilities attributable to any such breach. Without prejudice to any other express remedies referred to elsewhere in the Contract or any rights or remedies available at law, in the event of a breach of this clause 13 by Buyer, Seller shall have the right to take whatever action it deems appropriate including the right to terminate, and suspend performance under, any Contract with immediate effect and without any liability by Seller for any other loss or damage arising as a result of such termination or suspension.

**13.5** Seller certifies that all Products shall be produced in compliance with all applicable labour laws and regulations in the jurisdiction of manufacture. Buyer warrants that no additional certifications or waivers are required from Seller in relation to Seller's suppliers or workforce in order for Buyer to make payments to Seller under any Contract.

## **14. MISCELLANEOUS PROVISIONS**

**14.1** No Contract is assignable or transferable by the Buyer to any other party without the prior written consent of the Seller provided however that such written consent shall not be required in case of an assignment or transfer to any Affiliate.

**14.2** Any delay or failure in the exercise of any right under a Contract and/or these GTC shall not represent a waiver or forbearance of such right and shall not prejudice the future exercise of such right.

**14.3** If any provision or part-provision of a Contract and/or these GTC is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract and/or GTC.

**14.4** If any provision or part-provision of a Contract and/or these GTC is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**14.5** No modification of or deviation from a Contract and/or these GTC shall be effective between Buyer and Seller unless it is a written amendment, expressly stated as such, and duly signed on behalf of both Seller and Buyer.

**14.6** These GTC together with the Contract and Order Confirmation constitute the entire agreement between the Parties, including any relevant Specification. Buyer acknowledges that it has not relied on any

statement, promise or representation made or given by or on behalf of the Seller which is not set out in these GTC or the Contract. Any samples, drawings, descriptive matter, or advertising produced by Seller and any descriptions or illustrations contained in Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

**14.7** Save for the Buyer's Affiliate in the event that Buyer's Affiliate is purchasing and taking Products from Seller in accordance with the terms and conditions of a relevant Contract (incorporating these terms and conditions), a person who is not a Party to the Contract shall not have any rights under or in connection with it.

## **15. RETURNS POLICY**

This clause governs the return of Products in the ordinary course of business. Returns arising from a breach of warranty under clause 7.1(b) shall be governed by the provisions of clause 7.8.

The following terms shall apply to all ordinary returns of Products by Buyer:

Returns require prior written approval from Seller. Buyer must submit a written return request to Seller specifying the grounds for return and the quantity of Products to be returned. No Products may be returned without a return authorization number issued by Seller. Products returned without such authorization shall be returned to Buyer at Buyer's cost.

No cash refunds will be issued in connection with any approved return. Seller shall not be obligated to reimburse Buyer in cash or by any monetary transfer in respect of returned Products.

Upon approval of a valid return, Seller shall issue a credit note to Buyer equal to the purchase price of the returned Products (excluding freight, taxes, and other charges), which may be applied solely against future purchases of Products from Seller. Such credits shall be non-transferable and shall expire twelve (12) months from the date of issuance if not used.

## **16. APPLICABLE LAW AND DISPUTE RESOLUTION**

**16.1** These GTC and any Contract and all relationships arising out of or related thereto, shall be exclusively governed by the laws in the United Mexican States, except clause Article 6.5 (Enhanced Security Interest) hereof which shall be governed by and enforced in accordance with the law of the country where the relevant Products or other goods are located at the time in question.

**16.2** Any dispute arising in any manner (including non-contractual disputes or claims) out of or related to these GTC or any Contract shall be submitted to the exclusive jurisdiction of the courts of Ramos Arizpe, Coahuila. Seller shall however be entitled at its discretion to resort to any competent court in any jurisdiction in the event of breach by Buyer of any payment obligation or to enforce any property rights set out in clause 6 (Ownership).

**16.3** The Buyer acknowledges that these GTC are accepted unless Seller receives written communication regarding amendments, changes, or objections within fifteen (15) days of receipt of the GTC. Failure to communicate within this timeframe shall constitute acceptance of the terms and conditions as stated.