

## TERMS AND CONDITIONS

THIS PURCHASE ORDER CONTAINS ALL TERMS AGREED UPON BETWEEN THE PARTIES CONCERNING THE MATERIALS OR SERVICES DESCRIBED ON THE FACE HEREOF. THIS DOCUMENT MAY NOT BE ADDED NOR MODIFIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ANY DIFFERENCE OR ADDITION TO THESE TERMS OF CONDITIONS TO BE INCLUDED IN SELLER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

1. Seller represents and warrants that all materials, supplies and equipment (herein collectively referred to as materials) delivered and services furnished hereunder will always conform with all applicable laws; that materials, the process by which they are made and the use for which they are specifically designed by Seller will not infringe any registered patent; and that each chemical substance sold hereunder complies with the requirements of the Mexican Environmental authorities, as well as with the Toxic Substances Control Law and related regulations that are applicable, as the case may be. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents and Seller shall, upon notification, promptly assume full responsibility for the defense of any suit or proceedings which may be brought against Buyer or any of its subsidiaries, affiliated companies, agents or vendors by reason of the use or sale of any material or processes furnished hereunder (which are not of Buyer's design) for actual or alleged violation of such laws, infringement of patents or trade secrets, or for alleged unfair competition resulting from similarity of design, trademarks or appearance of material. Seller further shall indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors harmless from and against any and all expenses, losses, claims, royalties, profits and damages, including court costs and attorney's fees resulting from the bringing of such suit or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceedings and may be represented by its own counsel in any such suit or proceedings if it so desires.
2. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby.
3. Seller represents and warrants that materials furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that materials are fit for the purpose for which they are purchased and will meet specifications, if any. Seller shall be responsible for and will make good any defects in workmanship and/or materials covered by this purchase order, which defects may appear within 12 months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer.
4. The execution and volume of materials remittance shall be subject to the instructions set forth in the purchase order within the specified term. No additional expenses may be charged on account of storage, packing or for any other service or concept, unless expressly accepted by Buyer.
5. In the event of failing to comply with the delivery terms agreed hereunder, Buyer reserves the right to rescind the Purchase Order or to receive or accept the materials, as the case may be, and Seller agrees to pay for expenses and damages resulting from Seller's failure.
6. Materials are subject to inspection and test by Buyer and its end customer at the plant where they are manufactured.
7. If Seller has provided samples or prior supply of materials to Buyer, Seller represents that the process used to manufacture the materials, including but not limited to the raw materials, testing or quality control and packaging has not changed. If Seller makes a change to any such processes, it shall provide Buyer with 60 days advance written notice.
8. Unless otherwise agreed, Seller shall manufacture the materials in such a manner that all materials sold to Buyer under this Agreement will constitute originating merchandise under Article 401 of the North American Free Trade Agreement ("NAFTA"). Seller shall furnish NAFTA certificates covering all such materials, and shall make available to Buyer at Seller's premises, upon reasonable advance notice and during normal business hours, all records supporting the originating status of such material required to be maintained by Seller.
9. Buyer's representatives shall be entitled to visit, at any time and without prior notice, Seller's plants and facilities, as well as to inspect and test the manufacturing processes, used materials, manual labor and materials, even during the manufacturing term. Seller agrees to allow Buyer's representatives free access to its plant and facilitates without any restriction.
10. Seller represents and warrants that the sale of materials and the rendering of services subject matter hereof shall be carried out with the personnel hired by Seller, since same is a company established in accordance with article 13 of the Federal Labor Law, whereby all obligations or responsibilities that may exist between Seller's employees and contractors shall be its exclusive responsibility, or which, if applicable, have been produced in compliance with the requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.
11. The relation between Seller and Buyer established herein is of independent contractors, therefore, there shall not exist any franchise, association or company between them, nor either party shall act as agent, employee or representative of the other.

12. Bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment. Invoices should be dated and sent any time after the delivery of the materials or performance of the services and a separate invoice must be issued for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in case of consolidated carload shipments, must show weight and rate. The payment due date and discount period, if any shall be calculated from the date of receipt by Buyer of a correct invoice from Seller.

Unless otherwise stated on the face of Purchase Order issued by Buyer or agreed in a writing signed by an authorized representative of Buyer, payment shall be made Net 60 days from the date of Buyer's receipt of a correct invoice.

13. Neither delivery of materials or of invoices shall be accepted, except when covered by a written Purchase Order, which payment must be made as provided therein.

14. If this purchase order requires Seller to furnish, for a lump sum amount, materials or services, Seller shall furnish Buyer with any analysis of such amount that Buyer may reasonably require.

15. Buyer may set off any amount owed to Buyer or any of its affiliated companies from Seller or any of its affiliated companies against any amount payable by Buyer in connection herewith.

16. All obligations derived from this Purchase Order shall be complied in the manner, place and terms agreed hereunder. The risk of the materials shall be assumed by Buyer only when same are delivered by Seller and receipt and accepted by Buyer.

17. If the manufacture, transportation, delivery, receipt or use by either party of any material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon cessation of such contingency.

18. Neither party may assign its rights or delegate its obligations hereunder without the other party's written consent which shall not be unreasonably withheld, except to the assignee of substantially all the assets to which this purchase order relates.

19. If Seller's employees, subcontractors or other under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to contract and maintain the insurances with minimum limits as set forth below:

(a) Worker's compensation Statutory

(b) Employer's liability \$500,000 each accident-disease

(c) Contractor's comprehensive general Bodily injury \$250,000 each person, liability (including contractual liability \$1,000,000 each occurrence and, if subcontractors are employed, Property damage \$500,000 each occurrence contractor's protective liability)

(d) Automobile public liability Bodily injury \$250,000 each person, (including hired automobiles \$500,000 each occurrence and non-ownership liability) Property damage \$100,000 each accident

Before commencing to perform such services or to deliver the material, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverage's and including the obligation of the insurance company of notifying Buyer with at least thirty days in advance of any cancellation of modification thereof.

20. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

21. Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any and all expenses, claims, demands or causes of action of every kind and character arising in favor of any person, including employees of both Buyer and Seller, on account of personal injuries or death, or damage to property, arising out of, incident to or resulting directly or indirectly from the performance by Seller hereunder.

22. To the extent this document requires or results in the Seller preparing, writing, designing or composing any written, pictorial, graphic, sculptural, musical or three-dimensional work (including, but not limited to, reports, manuals, books, literature, forms, print, radio and television advertising and promotional material, video tapes, slides, movies and audio - visual materials and computer programs and operating systems), Seller agrees that all worldwide copyright rights in same, and in derivative works based on same, are the property of Buyer.

23. Depositing payment from Buyer pursuant hereto constitutes written assignment by Seller of such rights to Buyer, and Seller agrees to execute without cost any further assignment or other documents requested by Buyer so as to further evidence and confirm Buyer's ownership of all rights therein.

24. Seller hereby recognizes that as result of its relations with Buyer, Seller shall have access to Confidential Information, whereby Seller agrees no to disclose to third parties said information nor to use same for any other purpose than the one subject matter hereof. Seller shall restrict the use and access to the Confidential Information to its employees who are expressly required to accomplish Seller's obligations hereunder.

25. Seller acknowledges that it is Buyer's policy to maintain a drug and alcoholism free work environment for its employees, and therefore, the presence on the job site of employees of Seller who are under the influence of drugs or alcohol would be inconsistent with said policies, and a violation of Seller's obligations to complete its work in a safe and efficient manner. Accordingly, Seller will inform and will not permit or condone its employees, subcontractors and materialmen, or employees of its subcontractors and materialmen bringing any alcoholic beverage or any illegal drug onto any Buyer work site or working while under the influence of alcohol or the intoxicating effects of any drug. 26. Seller will remove from Buyer's work site any of its employees found to be in possession of, or under the influence of any alcoholic beverage or any controlled -dangerous substance while on Buyer's work site and will cause its subcontractors and materialmen to take similar action with respect to their employees. Any employee removed from a Buyer work site pursuant to this provision shall not thereafter be allowed to enter a Buyer work site.

27. Seller acknowledges the failure to comply with the provisions of this Section shall constitute grounds for termination of this contract, for cause. As used herein, Buyer's work site includes not only the portion of Buyer's property on which Seller is performing services hereunder, but also all of Buyer's adjacent property, including other areas of its plant, access roads, parking lots and material storage areas.

28. In the event any of the purchase conditions hereof may be nulled for any reason, the validity of the remaining conditions and clauses shall not be affected.

29. Both parties agree that in the event of any controversy or legal action regarding this Purchase Order the laws and jurisdiction of the competent courts of the City of Mexico, Federal District shall apply, hereby expressly waiving to any other jurisdiction that may correspond to them may reason of their domicile or otherwise. However, Buyer reserves the right to file a legal action against Seller at its domicile.

30. Seller represents, warrants, certifies and covenants that: (a) No materials supplied to Buyer have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture; (b) Seller will not directly or indirectly pay, offer, give, promise to pay or give, or authorize the payment or giving of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the supply of materials or services hereunder; and Seller will comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention"), the U.S. Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), the U.K. Bribery Act 2010 (Bribery Act, 2010, c. 23 (U.K.)), and any other applicable country laws relating to anti-corruption or anti-bribery; (c) Seller complies with Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") and its implementing regulations and any other applicable country laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or its adjacent countries; (d) Seller has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into products or services supplied hereunder will be in conformance with the requirements of 7(a) (i) to (xii) of Dodd-Frank cited above; (e) No materials supplied hereunder will contain any conflict minerals mined in the Democratic Republic of Congo or its adjacent countries unless Seller certifies that such conflict minerals are conflict-free; and (f) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in Section 7(a) of Dodd-Frank.