



**ALPEK POLYESTER, S.A. DE C.V.**  
**TERMS AND CONDITIONS OF SALE**

These terms and conditions of sale (hereinafter the "Terms") shall apply to all Purchase Orders, including without limitation, written purchase orders, electronic purchase orders via EDI, acknowledgements, confirmations or other writings entered into between the parties, purchase offers and/or Purchase and Sale Agreements (hereinafter referred to as the "Purchase Order" or its plural) requested to Alpek Polyester, S.A. de C.V. or its subsidiaries and affiliates (the "Seller") with the characteristics set forth in the same Purchase Order. For purposes of this instrument, subsidiaries or affiliates shall mean, with respect to any party, any party that controls, is controlled by or is under common control with such party. All sales of Product (meaning those materials and goods sold by Seller in furtherance of its corporate purpose) are expressly limited to and conditioned upon acceptance of these Terms, regardless of whether Buyer (meaning any individual or entity requesting Purchase Orders from Seller) purchases Product through any Purchase Orders, unless such provisions are expressly agreed to in writing and signed by Seller, any additional or conflicting terms and conditions contained in, attached to or referenced in Buyer's Purchase Orders, or any prior or future communications from Buyer to Seller, shall have no effect on Buyer's purchase of Product from Seller. Any Purchase Order request from Buyer to Seller shall in all cases constitute an unconditional acceptance of these Terms by Buyer, which together with its Purchase Order shall constitute the "Agreement". If there is a conflict between these Terms and the specific provisions contained in the Purchase Orders, the specific provisions shall govern.

**1. Prices** - Prices for Product sold under the Agreement shall be Seller's prices in effect on the date of shipment, unless otherwise agreed in writing.

**2. Terms of Payment** - (a) Buyer shall pay all invoices, without deduction, in dollars, legal tender of the United States of America (or its equivalent in local currency at the exchange rate for obligations denominated in foreign currency payable within the Mexican Republic published by the Mexican Central Bank in the Federal Official Gazette on the date of payment), by wire transfer of immediately available funds to the bank account designated by Seller which shall be notified to Buyer in advance. If no payment terms have been specified, Seller must receive payment no later than within thirty (30) days after Seller's invoice date. In the event that the Buyer fails to make any payment within the established term, the Buyer shall additionally pay default interest at a TIE rate +10% for invoices in MXN and a Prime Rate + 3.0% for invoices in USD, on the outstanding balance of any invoice beginning on the day following the due date of such payment. If the due date for payment is Saturday, Sunday or non-business day, Buyer shall make payment on the business day following such due date. (b) Seller, in its sole discretion, may at any time restrict the payment terms granted to Buyer, whereby the credit line granted by Seller may be modified, decreased or terminated at any time at Seller's discretion. (c) Notwithstanding the foregoing, if Seller determines, in its sole discretion, that Buyer's creditworthiness or future performance is poor or unsatisfactory, Seller shall be entitled to (i) suspend deliveries of Product, (ii) require prepayment for Product by wire transfer, in immediately available funds at least five (5) days prior to the scheduled shipment date of the Product, and/or (iii) require security to Seller's satisfaction guaranteeing payment and performance of Buyer's obligations hereunder at least five (5) days prior to the scheduled shipment date of the Product. (d) Seller reserves the right to set off against any amounts owed by Buyer to Seller under the Agreement or any other contract between the parties. (e) Delay of certificates of materials ordered, quality documents, import permits, packing lists or any other related documents shall not give rise to extension of the term of payment.

**3. Taxes and Duties** - All taxes, duties, contributions, tariffs, consular fees, duties, penalties, and any other charges imposed by any governmental authority, now or hereafter imposed in connection with this Agreement or with the production, processing, manufacture, sale, delivery, transportation, importation or exportation of the Product or with the delivery of funds in payment for the Product shall be at the expense of and paid by Buyer. If paid, or required to be paid by Seller, Buyer shall reimburse Seller for such amounts within ten (10) days after the date on which Buyer receives written notice from Seller.

**4. Limited Warranty** - Seller warrants only that, at the time of delivery of the Product, that (i) the Product meets Seller's current written specifications for the specific Product sold under this Agreement; (ii) the Product has been manufactured in accordance with all federal and state laws and regulations applicable to the Product and Seller's sale of the Product under this Agreement; and (iii) it shall transfer ownership of the Product free and clear of any liens or encumbrances. Seller makes no warranties against infringement of intellectual property of any kind (including patent, trade secret or trademark) due to the use of the Product alone or in combination with other products, the manufacture, use, sale, offer for sale or importation of the Product alone or in conjunction with other products, or the use of materials during any process. Buyer assumes all risks and liability for the results obtained from the Use (as such term is defined in Section 6) of the Product, whether used alone or in combination with other substances or in any process. Seller may discontinue delivery of the Product, and the manufacture, sale, offer for sale, use or importation which, in its opinion, involves infringement of any patent. EXCEPT AS PROVIDED IN THIS SECTION, SELLER EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY USAGE OF TRADE OR OPERATION. ANY DETERMINATION THAT THE PRODUCT IS SUITABLE FOR THE USE CONTEMPLATED BY THE PURCHASER IS THE SOLE RESPONSIBILITY OF THE PURCHASER. Seller makes no warranties or representations to Buyer or its affiliates or subsidiaries, or any third party with respect to its ability or the ability of others to act properly in the event of a failure of a computer or device to accurately store, process, provide or receive data relating to this Agreement.

**5. Inspection; Limitation of Liability; Seller's Default** - Buyer shall, at its expense, examine the Product immediately upon delivery and shall notify Seller in writing of any applicable claim within thirty (30) days from the date of delivery and prior to Use (term defined below) of the Product (save and except for reasonable quantities for testing and inspection). Buyer shall notify Seller in writing if the Product does not conform to specifications. Any Use of the Product (save and except for reasonable quantities for testing and inspection), in which event Buyer's failure to give written notice to Seller of such defect or inferiority within such thirty (30) business day period shall constitute full acceptance of the Product and a waiver by Buyer of any claim therefor. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL LOSS OR DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME OR PROFIT, BUSINESS INTERRUPTION, WHETHER OR NOT CAUSED BY SELLER'S NEGLIGENCE. Buyer's exclusive remedy against Seller for any action or claim under this Agreement, including for failure to deliver or for late delivery, shall be limited, at Seller's option, to (i) replacement of the product that does not meet Seller's then current specifications for the Product; or (ii) reimbursement to Buyer for the portion of the purchase price attributable to such Product that does not meet the specifications. In no event shall Seller's aggregate liability exceed the price of the Product supplied which was the direct cause of the alleged damage, loss or injury.

**6. Technical Information; Hazards and Preventive Procedures** - Any technical assistance or information provided by Seller or any of its affiliates shall be deemed and considered given and accepted at Buyer's risk and shall not serve as a warranty or specification unless otherwise expressly provided. Buyer undertakes and agrees to familiarize itself with all hazards and precautionary procedures with respect to the handling, transportation or Use of Product, or materials manufactured in whole or in part with Product, and containers in which such Products or materials are shipped, and shall handle the materials, Products and containers properly in accordance with the foregoing. Buyer accepts the risks associated with the handling, unloading, unloading, landing, storage, transportation, use, disposal, processing, mixing or reaction (the "Use") of Product supplied under the Agreement and assumes responsibility for advising its employees, agents, contractors and customers in connection with such Use of the risks to human health or human safety and the environment, whether the Product is used alone or in combination with other substances or in any process or other activity. In the event that Seller furnishes safety data sheets with respect to the Product, Buyer specifically agrees that it shall advise all of its employees, agents, contractors and customers who are to Use the Product of such safety data sheet and any supplemental safety data sheets or written notices received from Seller from time to time, without entailing any warranty or liability of Seller to Buyer. In addition, if Buyer believes or has reason to believe that the MSDS or any other information provided to Buyer by Seller is not accurate or is insufficient in any way for any purpose, Buyer shall notify Seller, and give Seller a reasonable time to supplement or correct such information. Buyer's failure to give timely notice shall be deemed and considered further to constitute a waiver by Buyer of any and all claims, demands or actions for personal injury, environmental or property damage resulting from or attributable to the Use of the Product, as Buyer shall in all events, including for inaccuracies, inadequacies or omissions in the safety data sheets, if any (but not limited to), defend, indemnify and hold Seller, its affiliates and their respective employees, officers, directors and shareholders (collectively the "Indemnitees") harmless from and against any and all claims, suits, actions, actions, strict liability, penalties, fines, administrative sanctions, expenses (including attorneys' fees and expenses) and liabilities of any kind and character (the "Claims") which may arise for any reason whatsoever, including personal injury, death, property or environmental damage, whether based on negligence, strict liability, contract or breach of warranty, arising out of or relating to the breach of its obligations hereunder or the sale or Use of the Product or material produced in whole or in part with the Product sold hereunder. Buyer's obligation to indemnify Seller in accordance with this paragraph shall survive termination or cancellation hereof.

**7. Quantity** - Quantities of Product shall be determined by Seller's measuring equipment installed at Seller's plant, unless proven to be in manifest error. No adjustments shall be made with respect to (i) quantities delivered more than thirty (30) days prior to the date on which the measurement confirming such error is ascertained, or (ii) claims of less than one point five percent (0.5%) of the quantities measured by the Seller at the point of shipment. The quality of the Product shall be determined by the sample of Product obtained by Seller at Seller's point of shipment.

**8. Force Majeure, Administrative Measures and Change of Circumstances** - (a) Act of God or Force Majeure. Neither Buyer nor Seller shall be liable for any damages, losses, claims or demands of any nature whatsoever arising out of delay or failure to perform any of its obligations under the Agreement attributable to Act of God or Force Majeure (any act or event which makes it impossible for the affected party to perform its obligations under the Agreement if such act or event is beyond the reasonable control of the affected party, including, but not limited to, the following cases or any similar one that prevents the affected party from performing its obligations under the Agreement (i) natural phenomena such as epidemics, pandemics, storms, floods, lightning, earthquakes and fires; (ii) wars (declared or undeclared), civil disturbances, riots, insurrections, sabotage, terrorist acts; (iii) transportation disasters, whether by sea, rail, air or land; (iv) strikes or other labor disputes not arising out of breach of any labor contract by the affected party; (v) acts or omissions of a Mexican governmental authority not voluntarily induced or promoted by the affected party or arising out of any breach of its obligations, including any change in Laws; (vi) failure in the mechanical or chemical functions of equipment normally used by Seller in the manufacture, handling or supply of Product, or internally produced intermediary products used in the manufacture of Product); and (vii) delay in obtaining or failure to supply raw materials, fuel, electricity or other services necessary for the manufacture of the Product in sufficient quantities; provided that the party declaring itself to be in an Act of God or Force Majeure shall have given written notice to the other party (i) within a term not exceeding seven (7) days after becoming aware of such event, specifying the details and the approximate duration thereof and (ii) in a timely manner, once the party is no longer prevented from performing its obligations hereunder as a result of the Act of God or Force Majeure. In addition, the party alleging Act of God or Force Majeure must make efforts to remedy or mitigate the effects of the Act of God or Force Majeure. It is expressly understood that Act of God or Force Majeure shall not include any of the following events: (1) economic hardships; (2) change in market conditions; or (3) delay in the delivery of machinery, equipment, materials or spare parts, provided that such delay has not been caused by an Act of God or Force Majeure. Neither party shall be bound to settle claims or disputes with employees; nor shall Buyer be excused from payment of amounts past due or which are in compliance with Seller's credit terms. Amounts affected by Acts of God or Force Majeure shall be omitted from the Agreement without affecting the term thereof. In the event of a reduction in the production of Product as a result of an Act of God or Force Majeure, Seller shall have the right to apportion its production among its internal or external customers on such terms as it deems and considers appropriate. In the event Seller acquires any quantity of Product



while in an Act of God or Force Majeure, Seller may use or distribute such Product at its sole discretion, without obligation to supply any quantity of Product to Buyer. Under no circumstances shall Seller be bound to obtain Product for the supply hereunder that has not been delivered due to an Act of God or Force Majeure. (b) Impracticability. If any administrative action substantially affects Seller's right to set prices or conditions of carriage or in the event that, for any reason, Seller closes the unit(s) in which, or the plant at which, the Product is produced or in the event that changed circumstances (whether foreseeable or unforeseeable) cause Seller to incur a loss in supplying the Product under the terms of the Agreement, Seller may suspend performance of its obligations and/or terminate this Agreement without liability to Seller to Buyer by notice in writing. (c) "Change in Circumstances" is defined as any of the following events affecting the economy of the affected party hereunder in a material way (i) the imposition of new, amended or terminated laws, regulations or governmental taxes or governmental charges which have the effect of increasing the cost of raw materials if such increase in the cost of production has not already been incorporated into the applicable raw price formulas for Seller's products; (ii) the imposition of (a) any new import duties (or the expiration of any import duty exemption or preference) or any increase in the rate of import duty, or any new antidumping duties on raw materials or (b) other new governmental restrictions on

the importation of raw materials into Mexico, the United States or Canada, including, but not limited to, exchange rate controls, import licenses or other non-tariff trade barriers). If a long-term situation adversely affects Buyer or Seller, due to a change in the defined circumstances, the affected party may notify the other party by requesting renegotiation of the relevant price of the Product and specifying the reason for such request. The contracting parties shall meet for negotiations in good faith with the intention of remedying the situation to the satisfaction of both. If, within thirty (30) days of notice, the parties have not reached agreement on such a situation, the affected party shall be entitled to terminate the Agreement by providing the other party with at least thirty (30) days' prior written notice. During the period of time from the notice given by the affected party requesting renegotiation to the effective date of early termination of the applicable portion of this Agreement, all terms and conditions hereof shall remain in full force and effect. Notwithstanding the foregoing, Seller may, by notice to Buyer at any time prior to delivery, increase the price of the Product to reflect any increase in the cost of the Product that is due to: (i) any factor beyond Seller's control (including currency fluctuations, increases in taxes and duties, and increases in labor, materials, utilities, transportation or other manufacturing or delivery costs); (ii) any request by Buyer to change the delivery date(s), quantities or types of Product ordered, or the specification thereof; or (iii) any delay caused by any instruction from Buyer or failure to give Seller adequate or accurate information or instructions for such delivery.

**9. Title and Insurance** - (a) Unless and until otherwise agreed in writing on the Purchase Order, or elsewhere in these Terms, all Product shall be delivered FCA at Seller's designated location (in accordance with INCOTERMS® 2010). Save and except as provided in the Agreement, title and risk of loss, damage and contamination of the Product passes to Buyer when Seller makes the Product available to the carrier at the point of shipment and the Product shall be deemed and considered "delivered" at such time. Upon transfer of ownership of the Product to Buyer, Buyer assumes all risks and obligations, and Seller shall not be liable to Buyer for any damage or injury to people, property or the environment resulting from or in connection with the Product. (b) Buyer undertakes and agrees to maintain at all times, until the purchase price of the Products is paid in full, with an insurance company reasonably satisfactory to Seller, insurance for damage to the products for their invoiced value and shall furnish to Seller upon request, a current certificate of insurance showing Seller as loss payee and providing that Seller shall receive at least ten (10) business days prior written notice of any modification or cancellation of the insurance policy.

**10. Deliveries** - (a) If Buyer has not given instructions as to the method of shipment by the time the Product is available for delivery, Seller may select any reasonable method of delivery without liability for its choice. To the extent the Agreement allows flexibility as to timing and volume of deliveries, the parties agree to cooperate to the extent reasonable to coordinate delivery periods and times, and Buyer shall give reasonable advance written notice of desired delivery quantities and schedules, all subject to the quantities specified in the Agreement. Buyer shall be solely responsible for any delay resulting from the transportation, delivery, loading or storage of Product, and Seller shall not be liable to Buyer for any damages or demurrage charges resulting from delay in delivery of Product. (b) Seller shall have the right to require the execution of a prior access agreement with Buyer, its carriers, contractors or agents and, if applicable, to grant or not to grant such carriers, contractors or agents access to the plant. Buyer agrees that it, its carriers, contractors and agents shall abide by all of Seller's safety rules and regulations while on Seller's premises. (c) Seller reserves the right to reject transports, containers or storers tendered for loading/unloading/transfer or handling of Product, which in Seller's judgment, may present a hazardous or potentially hazardous situation. (d) Seller reserves the right to refuse to load/unload, transfer or handle the Product in any condition which it deems and considers, in its sole discretion, to be unsafe, including, without limitation, conditions caused by drivers, chauffeurs, staff, equipment and/or weather conditions without prejudice to delivery time. (e) If leakage or spillage of Product occurs after Product has been loaded onto Buyer's designated transportation, Buyer shall make all notifications and reports of leakage and spillage required by law and shall deliver to Seller written notice of such notifications and reports of leakage, spillage or any loss of Product within two (2) days after such notifications and reports are made. In addition, Buyer shall be responsible for, and shall immediately clean up, such leakage or spillage of Product in accordance with applicable Laws, in the event of failure to promptly comply with this obligation, notices, reports of leakage or spillage, arrangements and clean-up may be made by Seller at Buyer's expense. (f) For all deliveries of Product hereunder, Buyer shall be solely responsible for unloading and unloading of Product. In the event Buyer fails to discharge or unload the full quantity of Product from the transportation or container used for supply (i) any residual or remaining Product shall be deemed and considered abandoned by Buyer for use or reuse for the benefit of Seller, and shall be deemed and considered Seller's property; (ii) Buyer shall receive no credit, payment or other consideration for such residual or carryover Product; and (iii) Buyer shall be solely responsible for the transportation of such residual or carryover Product (including transportation charges, shipping documents and compliance with all applicable Laws) until receipt and acceptance by Seller at its plant. (g) The absence of delivery notes, remittance notes, invoices or bill of lading within Purchase Orders shall not give rise to any liability on the part of Seller. (h) Seller reserves the right (if necessary) to subcontract part of the work relating to the supplied goods and/or services to be provided under the Purchase Order without the prior written consent of Buyer.

**11. Containers** - Buyer shall unload and release all transportation equipment promptly so as not to incur delay or other expense or loss resulting from delay and shall comply with all instructions, if any, given by Seller for the return of such equipment. Buyer shall return the containers and assume any other obligations, including demurrage charges, with respect to such containers. The parties agree that if Buyer fails to return such containers within 5 (five) calendar days or such other period as may be established by the shipping line in question, Seller, in its sole discretion, shall be entitled to require payment in writing to Buyer for late charges for the return of the containers, and Buyer shall be bound to pay Seller the late charges incurred.

**12. Discontinuance** - Seller reserves the right to discontinue deliveries of any Product if the manufacture, sale or Use would, within reason, entail infringement of the rights of third parties. Seller reserves the right to discontinue the sale of Product to Buyer accused of counterfeiting trademarked goods. Seller, or the producer of the Product, reserves the right to discontinue production and sale of any subject Product solely for the purpose of fulfilling outstanding agreements.

**13. Default** - Upon the occurrence of any of the following events Seller may terminate this Agreement upon: (i) the failure of the Buyer to give security to guarantee the performance of its obligations under the Agreement, if required by the Seller; (ii) Seller has not received from the Buyer any payment by the date on which such payment is due under the Agreement, and such failure has not been cured within five (5) days; (iii) Buyer's breach of any of its obligations hereunder and such breach has not been excused or cured within ten (10) days after written notice thereof; or (iv) Buyer is declared bankrupt or in receivership; Seller, in its sole discretion and without prior notice to Buyer, shall be entitled to exercise any of the following options: (a) suspend performance of its obligations hereunder or any other contract between Buyer and Seller; (b) terminate the Agreement or any other contract between Buyer and Seller, upon which any or all of Buyer's obligations, including payments or deliveries due, at Seller's option, shall become immediately due and deliverable, as the case may be; and/or (c) set off any amounts owed by Buyer to Seller hereunder or any other contract between the parties. The foregoing is without prejudice to requiring Buyer to enforce performance of its obligations, and such remedies shall be in addition to any other rights or remedies to which Seller may be entitled by Law. In addition, Seller shall be entitled to recover from Buyer all costs of suit and attorneys' fees incurred by Seller in connection with Buyer's default, including applicable interest on amounts due at the rate specified in paragraph 2(a).

**14. Patent Infringement Arising from Use of Product** - Buyer expressly assumes the risk of and agrees, to the fullest extent permitted by Law, to indemnify, defend and hold harmless the Indemnitees from any and all Claims or patent infringement arising from Buyer's Use of the Product, whether used alone or in combination with other product or material or in the operation of any process.

**15. Compliance with Law** - (a) The parties agree to comply fully with all applicable domestic and foreign laws, treaties, circulars, conventions, guidelines, statutes, ordinances, rules, regulations, orders, warrants, judgments, injunctions or decrees of any governmental authorities, agencies, commissions and adjudicative bodies having jurisdiction (the "Laws") applicable in connection with the performance of this Agreement, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention, the Corruption of Foreign Public Official Act (S.C. 1998, c. 34) of Canada, the United Kingdom Bribery Act 2010, the General Law of the National Anticorruption System of Mexico (LGSNA) or any other law or treaty applicable against bribery or corruption. In addition, both parties agree to provide their employees with a workplace that complies with the ETI base code, a recognized international code of labor practices [www.ethicaltrade.org/resources/ETI-base-Code](http://www.ethicaltrade.org/resources/ETI-base-Code). If the Product must pass through customs in the United States of America, both parties warrant that it shall conform to all customs laws, including regulations regarding marking and export control regulations of that country, and warrants the accuracy and truthfulness of all statements it may make on invoices or customs forms. (b) Buyer shall be responsible for compliance with all applicable Laws once Seller has delivered the Product pursuant hereto, including, but not limited to, those relating to operation, labeling, packaging, safety, storage, processing and the environment. (c) If any governmental or other licenses or permits are required for the acquisition, transportation or Use of the Product by Buyer, Buyer shall obtain the same at its expense, and if necessary, provide Seller with evidence of the same upon request. Failure to so advise Seller shall entitle Seller to suspend shipments, but failure to do so shall not entitle Buyer to withhold or delay payment of the price for Product previously shipped. All expenses and charges incurred by Seller as a result of Seller's failure to provide the above evidence shall be paid by Buyer within ten (10) days after receipt of Seller's written demand.

**16. Confidentiality** - Buyer agrees to keep confidential all information of Seller, not in the public domain, relating to this Agreement, including without limitation: specifications, drawings, and other technical, commercial or sales, or working information (collectively the "Confidential Information"). Buyer agrees to (i) limit the use of the Confidential Information only to the performance of this Agreement, and (ii) limit disclosure of the Confidential Information to those employees who need to know the Confidential Information for the performance of this Agreement, unless and until Seller has given prior written consent to permit other use or disclosure. Buyer shall, upon demand or upon expiration, termination or cancellation of the Agreement, immediately return all documents previously supplied, destroy any and all copies that have been produced, and send written confirmation to Seller certifying such destruction.

**17. Trademarks** - Save and except as contemplated by a separate trademark license agreement, the sale of the Product (even if accompanied by documents using any trademark or trade name) does not grant Buyer any license, express or implied, and Buyer may not use Seller's trademark or trade name in connection with the Product.

**18. Applicable Law/Jurisdiction**-This Agreement shall be prepared and governed by and construed in accordance with the federal laws of the United Mexican States excluding the application of the rules of private international law. The contents of this Agreement shall in no way limit Seller's rights available under applicable law. In the event of a dispute, the parties shall use their best efforts to resolve such dispute in an amicable manner within a period of 21 (twenty-one) calendar days after the affected party notifies the other party of such situation. If amicable resolution is not possible, any dispute shall (unless and until otherwise agreed) be settled in accordance with the commercial arbitration rules of the International Chamber of Commerce before a single arbitrator appointed in accordance



with such rules. Seller reserves the right to bring an action against Buyer at Buyer's domicile.

**19. Modifications** - No salesperson or employee of Seller is authorized to bind Seller. Purchase Orders requested by a Seller are not binding on Seller until they are confirmed in writing by an authorized representative of Seller. All technical advice, services and recommendations of Seller are intended for use by people having skill and knowledge and are accepted by Buyer at Buyer's sole risk and Seller assumes no responsibility for results obtained or damages incurred by their use. No representation or agreement, oral or written, not contained herein or in a future amendment entered into in writing by both parties, shall modify or vary the terms set forth herein. Neither party shall be entitled to claim any modification, amendment or waiver of any provision contained herein unless and until it is in writing and such writing: (i) specifically references the Agreement; (ii) specifically identifies the term or provision being modified; and (iii) is executed by duly authorized representatives of Buyer and Seller.

**20. Notices** - All notices, consents, communications and transmittals under the Agreement shall be in writing and shall be deemed and considered received on the day of delivery if personally delivered, by nationally recognized overnight courier or parcel service, or by facsimile (with written confirmation of the completed transmission); or within three (3) business days if sent as certified or registered mail with return receipt requested by mail using the United Mexican States mail, postage prepaid, addressed to the party to whom the notice is referred, at the party's address as set forth in the Purchase and Sale Agreement or at Seller's offices located at: 06140, Fernando Montes de Oca 71, Condesa, Mexico City, CDMX.

**21. Independent Agents** - Seller and Buyer are independent contractors only, without any employment relationship, and in no event shall they be deemed and considered under the Agreement to be partners, employer/employee, principal/agent or otherwise related hereto as parties to any other similar legal relationship with respect to the transactions contemplated by the Agreement or otherwise, and no fiduciary, advisory or other relationship imposing vicarious liability shall exist between the parties under the Agreement or at law. Buyer, as employer of the staff it employs in connection with the Agreement, is solely responsible for the obligations derived from the legal provisions and other regulations on labor and social security matters and, therefore, shall be liable for any claim that its workers or employees, or that the workers or employees of any company it hires in connection with the execution of the Agreement may file against itself or the Seller and shall reimburse the Seller for any amount it spends on these concepts.

**22. No Stipulation in Favor of Third Parties** - No provision in the Agreement is designed or shall be construed to confer upon any person or entity any right under the Agreement in the form of a stipulation in favor of any third party.

**23. Assignments** - The Agreement shall be binding upon, inure to the benefit of and be exercisable by Seller and Buyer and their respective successors and permitted assignees. Buyer may not assign any interest in, or delegate any obligation hereunder, whether by operation of Law or otherwise, without the prior written consent of Seller. Any assignment or attempted assignment in contravention of the foregoing shall be deemed and considered null and void and a breach of the Agreement, and shall entitle Seller, in addition to any other rights it may have, to terminate the Agreement.

**24. Waiver of Rights** - Failure of any party to exercise any of its rights shall not constitute a waiver or forfeiture thereof.

**25. Severability** - If any provision of the Purchase Order is determined to be null and void or unenforceable, this determination shall not cause other provisions to be null and void and unenforceable, and the parties shall use their best efforts to substitute such provision with a valid provision covering the original commercial intent to the extent legally possible.

**26. Miscellaneous** - These Terms supersede any other terms and conditions of prior dates. The names and paragraph headings in the Agreement are for convenience only and shall not be used to define or construe any of the terms and conditions of the Agreement. A waiver granted to either party in respect of a breach of any provision of the Agreement shall not be deemed and considered to be a waiver in respect of a breach of any other provision or a continuation of the breach. The nullity or ineffectiveness of any provision of the Agreement shall not affect the validity or effectiveness of the others. If the Agreement is a requirements contract or a partial requirements contract, or if refunds are to be paid, Buyer shall maintain accounting books and records sufficient to document and verify its purchase obligations and history, and shall permit Seller, during normal business hours, to audit such accounting books and records. No form of negotiation or trade custom and usage and of any other type, shall be considered in the construction or performance of the Agreement.