

THESE TERMS AND CONDITIONS MAY ALSO BE FOUND IN THE FOLLOWING WEBSITE:  
<https://www.alpekpolyester.com>

## 1. GENERAL PROVISIONS

1.1 These General Purchase Terms and Conditions (hereinafter the "PURCHASE TERMS") apply to all the acquisitions and purchases of materials, equipment and spare parts, raw materials; and all contracting of services and works (hereinafter "GOODS AND/OR SERVICES PROVIDED") by Alpek Polyester, S.A. DE C.V., (hereinafter "ALPEK POLYESTER") and its Affiliates (as defined below), to the providers of said "GOODS AND/OR SERVICES PROVIDED" (hereinafter the "PROVIDER"), unless "ALPEK POLYESTER" agrees otherwise in writing. The PROVIDER acknowledges and accepts that the PURCHASE TERMS contained herein are an integral part of the purchase order issued by "ALPEK POLYESTER" (hereinafter the "PURCHASE ORDER"), are binding and bind it to comply with them. For the purposes of this instrument, Affiliates shall be understood as, in connection with any parties, any party that controls, is controlled by or is under common control of said party. The PURCHASE ORDER may, when applicable, include the necessary amendments and updates, which shall form an integral part of the PURCHASE ORDER. Furthermore, the PROVIDER acknowledges and accepts that the commercial documents for the purposes of this PURCHASE ORDER, shall include (but not limited to): (i) Tenders or requests for proposals from "ALPEK POLYESTER", (ii) PROVIDER offers and/or quotes and (iii) Terms and Conditions of the PROVIDER. Hereinafter the aforementioned items (i), (ii), and (iii), shall be referred to as the "COMMERCIAL DOCUMENTS".

1.2 In case of conflict between what is established in the PURCHASE ORDER, the PURCHASE TERMS and the COMMERCIAL DOCUMENTS, ALPEK POLYESTER and the PROVIDER acknowledge and accept that they shall apply the following priority order: 1. The Commercial Agreement (if applicable) 2. The PURCHASE ORDER, 3. The PURCHASE TERMS, and 4. The COMMERCIAL DOCUMENTS.

1.3 The PURCHASE ORDER may be amended if ALPEK POLYESTER and the PROVIDER both agree, as provided in item 3.2 of these PURCHASE TERMS.

1.4 The parties agree that the content, as well as the data, provided by the PROVIDER in accordance with the Proposal of the PROVIDER, as well as these PURCHASE TERMS and the provisions set forth in the PURCHASE ORDER, are mandatory for the PROVIDER.

## 2. PROPOSALS IN RESPONSE TO TENDERS

2.1 No Proposal from the PROVIDER shall cause a cost or shall be mandatory for "ALPEK POLYESTER", even when they have been submitted on behalf of "ALPEK POLYESTER".

2.2 Unless otherwise agreed to in writing, the PROVIDER agrees that the Proposals from the PROVIDER shall have an effective term of at least 30 (thirty) days starting upon their receipt by "ALPEK POLYESTER", for "ALPEK POLYESTER", when applicable, and at its exclusive discretion, to accept or reject them.

## 3. PURCHASE ORDERS, INFORMATION SENT BY "ALPEK POLYESTER"

3.1 The PURCHASE ORDERS shall be valid only if they are submitted electronically in the official "ALPEK POLYESTER" format, through the current computer system employed by "ALPEK POLYESTER". The parties agree that any PURCHASE ORDER may include, but is not limited to, when applicable, any sketch, drawing, diagram, blueprint, comment, specification, etcetera.

3.2 The PURCHASE ORDER shall be considered accepted by the PROVIDER, unless it manifests any disagreement with the PURCHASE ORDER in writing within five (5) business days following receipt thereof. In such case, "ALPEK POLYESTER" shall review the PROVIDER's disagreement and, when applicable, in case it deems it appropriate for "ALPEK POLYESTER", the latter shall issue a revised PURCHASE ORDER, which shall include the new elements agreed by both parties. Notwithstanding the foregoing, the PROVIDER acknowledges and accepts in this act that "ALPEK POLYESTER" may discretionally opt to cancel the previously issued PURCHASE ORDER (which was subjected to the PROVIDER's disagreement), without any liability from ALPEK POLYESTER to the PROVIDER. For the purposes of any modification to the PURCHASE ORDER (set forth in item 1.3 of these PURCHASE TERMS), "ALPEK POLYESTER" and the PROVIDER agree that, the amendments shall be considered accepted provided there is no disagreement from any of the parties, within 5 (five) business days starting from the date of due reception of the modified PURCHASE ORDER.

3.3 The PROVIDER agrees to consult "ALPEK POLYESTER" if it notices any mistake, ambiguity or omission in the content of the PURCHASE ORDER, including without limitation the elements related to amount, specifications, price and terms. The PROVIDER shall be responsible for knowing all the content and the related circumstances of the PURCHASE ORDER.

## 4. SUBCONTRACTING

4.1 The PROVIDER may not subcontract, except as permitted by applicable law, any part of the work in the GOODS AND/OR SERVICES PROVIDED that should be provided by virtue of the PURCHASE ORDER without prior written consent of "ALPEK POLYESTER"; if the PROVIDER requires subcontracting part of the work to a third party, it shall submit to "ALPEK POLYESTER" a list with all the possible subcontractors and "ALPEK POLYESTER" in case of agreeing with said subcontracting, may: (i) authorize in writing the participation of any subcontractor included in the submitted list or (ii) request additional options to the PROVIDER (different from those previously submitted in the authorization list of subcontractors), until "ALPEK POLYESTER" grants the aforementioned authorization. The PROVIDER shall provide the subcontractors previously authorized by "ALPEK POLYESTER" all the necessary information so that all the requirements stated in the PURCHASE ORDER are covered by the subcontractor. Even if "ALPEK POLYESTER" authorizes participation of one or more subcontractors, the PROVIDER shall be fully responsible before "ALPEK POLYESTER" for compliance with the requirements set forth in the PURCHASE ORDER.

## 5. PRICE AND PAYMENT METHOD

5.1 Unless when specified in the PURCHASE ORDER, the agreed prices shall always be fixed prices, without any increase or indexing, and shall remain fixed until all the terms and conditions in the PURCHASE ORDER have been complied, and they shall include packaging and shipping costs, taxes (without considering the Value Added Tax) and obligations, and any other cost or expense that is the responsibility of the PROVIDER according to the commercial condition "DDP" to the site ALPEK POLYESTER confirms to PROVIDER in accordance with INCOTERMS 2020 or those that replace them.

5.2 The Value Added Tax (VAT), sales tax or other applicable taxes shall be calculated separately in the invoice delivered by the PROVIDER to "ALPEK POLYESTER" derived from the GOODS AND/OR SERVICES PROVIDED, which shall comply with all the requisites according to the applicable current legislation, as well as any other requisite solicited by "ALPEK POLYESTER". Furthermore and at the behest of "ALPEK POLYESTER", the PROVIDER shall submit for the consideration of "ALPEK POLYESTER" a *pro forma* invoice prior to the issuance of the definitive invoice.

5.3 The price that "ALPEK POLYESTER" shall pay to the PROVIDER on account of the GOODS AND/OR SERVICES PROVIDED, shall be covered by "ALPEK POLYESTER" according to the terms and conditions that both parties agree to in the PURCHASE ORDER.

5.4 If "ALPEK POLYESTER" carries out any advance payment, the PROVIDER shall grant in favor of "ALPEK POLYESTER", an irrevocable and unconditional bank guarantee, payable in favor of "ALPEK POLYESTER" at first request, for the amount corresponding to the advance payments carried out by "ALPEK POLYESTER" to the PROVIDER, issued by an acceptable financial institution for "ALPEK POLYESTER"; and said guarantee shall be valid until the final acceptance of "ALPEK POLYESTER" of the GOODS AND/OR SERVICES PROVIDED by the PROVIDER, in accordance with the PURCHASE ORDER.

5.5 In case of delivery delay by the PROVIDER of the certificates of the requested materials, the quality documents, customs documents, packaging lists or any other document relative to the GOODS AND/OR SERVICES PROVIDED required in the PURCHASE ORDER, "ALPEK POLYESTER" shall be authorized to extend any agreed payment term, in the terms it deems necessary.

5.6 "ALPEK POLYESTER" reserves the right to deduct from the collection rights of the PROVIDER, through setoff, any collection right that "ALPEK POLYESTER" or its Affiliates have vis-à-vis the PROVIDER or its Affiliates. The PROVIDER shall only be authorized to assign to third parties collection rights against "ALPEK POLYESTER" through prior written consent from an authorized "ALPEK POLYESTER" representative.

5.7 During a period of 2 (two) years following the delivery of the GOODS AND/OR SERVICES PROVIDED by the PROVIDER, "ALPEK POLYESTER" may, pursuant to its request, audit all the records of the PROVIDER or their subcontractors related to the GOODS AND/OR SERVICES PROVIDED to guarantee compliance of the requirements agreed in the PURCHASE ORDER. For purposes of the audit, the PROVIDER shall make all its books and records available to "ALPEK POLYESTER" during business days and hours through a prior notice and it shall allow "ALPEK POLYESTER" to have access to the facilities of the PROVIDER, so long as it is necessary to carry out the audit. In case "ALPEK POLYESTER" determines that the PROVIDER infringed the requirements of the PURCHASE ORDER, the PROVIDER agrees and is bound to comply with the guarantees set forth in Section 15 of these PURCHASE TERMS.

## 6. FREE SHIPPING MATERIALS/ TOOLS AND EQUIPMENT

6.1 Ownership of the materials, tools and/or equipment provided by "ALPEK POLYESTER" ("FREE SHIPPING MATERIALS") for the performance of a PURCHASE ORDER, even after its processing, shall be exclusively of "ALPEK POLYESTER". Said FREE SHIPPING MATERIALS shall be identified by the PROVIDER as property of "ALPEK POLYESTER" and shall be stored separately from those of the PROVIDER. The PROVIDER shall immediately notify "ALPEK POLYESTER" in writing of any defect

or insufficient amount in the FREE SHIPPING MATERIALS. The FREE SHIPPING MATERIALS placed at the disposal of the PROVIDER by "ALPEK POLYESTER", shall be used exclusively for the execution of the PURCHASE ORDER issued by "ALPEK POLYESTER". The excess materials of the processing of the FREE SHIPPING MATERIALS shall be returned immediately to "ALPEK POLYESTER", according to the established procedure by "ALPEK POLYESTER" for said purpose.

## 7. DELIVERY DATE AND DELAY CONSEQUENCES

7.1 The PROVIDER agrees to make deliveries in the established term and provided in the PURCHASE ORDER. Unless otherwise agreed to in writing, the delivery of the GOODS AND/OR SERVICES PROVIDED shall be carried out DDP (Delivery Duty Paid) to the site ALPEK POLYESTER confirms to PROVIDER. The commercial terms as DDP, FOB, CIF, EX WORKS, etc., shall interpreted in accordance with INCOTERMS 2020 or those that replace them. The PROVIDER may carry out early deliveries to "ALPEK POLYESTER" of the GOODS AND/OR SERVICES PROVIDED. In this situation, "ALPEK POLYESTER" reserves the right to reject the early reception of said GOODS AND/OR SERVICES PROVIDED, in which case the PROVIDER shall carry out the delivery in the date established in the PURCHASE ORDER. The delivery date established in the PURCHASE ORDER, shall be considered complied with if: a) In case of deliveries in the facility (EXW according to the INCOTERMS 2020 or those that replace them), the preparation for the shipping of the GOODS AND/OR SERVICES PROVIDED, including all the documents, has been notified to "ALPEK POLYESTER" prior to the expiration of the delivery date; b) For the remainder of cases, when the GOODS AND/OR SERVICES PROVIDED, including all the relevant documents provided in the PURCHASE ORDER, have been duly delivered in the destination place according to INCOTERM 2020 (or those that replace them) agreed by the parties, and the GOODS AND/OR SERVICES PROVIDED have been accepted by "ALPEK POLYESTER" prior to the expiration of the delivery date.

7.2 The PROVIDER must immediately notify "ALPEK POLYESTER" in writing of the foreseeable delays in the delivery of the GOODS AND/OR SERVICES PROVIDED, expressing reasons for the delay and approximate duration of said delay, notwithstanding it is about all or a part of the GOODS AND/OR SERVICES PROVIDED. The PROVIDER shall be bound to carry out at its expense, all the necessary measures to prevent or remedy the delivery delays of the GOODS AND/OR SERVICES PROVIDED.

7.3 If the date established in the PURCHASE ORDER which has been accepted for the delivery of the GOODS AND/OR SERVICES PROVIDED is not fulfilled due to reasons not attributable to "ALPEK POLYESTER", then, the PROVIDER accepts that: (i) "ALPEK POLYESTER" shall have the right (including but not limited to) to: (a) cancel the PURCHASE ORDER, without any responsibility and without need of a prior notice to the PROVIDER, (b) demand the total reimbursement of all advance payments carried out in favor of the PROVIDER, (c) at the discretion of "ALPEK POLYESTER", demand forceful compliance of the PURCHASE ORDER, (d) demand payment of damages and any other right that corresponds according to the law, and (e) execute the bank guarantee referred to in Section 5.4 of these PURCHASE TERMS. Regarding the aforementioned item (b), if the PROVIDER does not reimburse "ALPEK POLYESTER" the total funds of the advance payments carried out by "ALPEK POLYESTER" within 5 (five) calendar days after the request received by "ALPEK POLYESTER", an interest of 1.5% (one point five percent) per month and until a maximum of 18% (eighteen percent) per year shall be applied to the amount owed by the PROVIDER TO ALPEK POLYESTER, regarding any amount of advance payments. Additionally, the PROVIDER shall reimburse "ALPEK POLYESTER" including but not limited to the total amount generated by the expenses of any judicial or extrajudicial collection related with lack of payment, as well as attorney's fees; and (ii) at the discretion of "ALPEK POLYESTER" the PROVIDER shall provide all the completed work or services up to the delivery date set forth in the PURCHASE ORDER, and "ALPEK POLYESTER" shall pay the amount that it considers as value for said finished work.

7.4 Except in cases of delivery delay of the GOODS AND/OR SERVICES PROVIDED caused by an act of God or Force Majeure event (as set forth in Section 18 of these PURCHASE TERMS), "ALPEK POLYESTER", in case of PROVIDER delay may pursue any right established by the law, notwithstanding if the PROVIDER has notified the delay or if the parties have agreed any penalty. Without limiting the abovementioned, ALPEK POLYESTER will apply a conventional fee to the PROVIDER, in cases of delay in the delivery of the GOODS AND/OR SERVICES as well as in the event of a breach of any of the obligations of the PROVIDER, stipulated in these PURCHASE TERMS. Such conventional fee will consist of an amount equivalent to 2% per week, up to 10% (Ten Percent) of the total amount invoiced, in the calendar month in which the delay, deficiency or non-compliance in the delivery of the GOODS AND/OR SERVICES occurs, as well as in the event of a breach of any of the obligations of the PROVIDER according to these PURCHASE TERMS.

7.5 If the delivery date set forth in the PURCHASE ORDER has not been complied by the PROVIDER, and "ALPEK POLYESTER" does not exercise its rights described in the aforementioned Section 7.3, the PROVIDER shall pay a penalty for the mentioned delay, as well as damages caused by the delay. This penalty shall be determined in the corresponding PURCHASE ORDER.

7.6 The PROVIDER shall not be authorized to argue any lack of delivery of the COMMERCIAL DOCUMENTS, the FREE SHIPPING MATERIALS or other objects that shall be provided by "ALPEK POLYESTER" as a defense for its infringement.

## 8. PACKAGING AND SHIPPING

8.1 Unless otherwise agreed to in writing between the parties, the GOODS AND/OR SERVICES PROVIDED shall be sent DDP according to the INCOTERMS 2020 (or those that replace them), to the facilities designated by "ALPEK POLYESTER". The PROVIDER shall be responsible for the convenient and adequate packaging according to the Experience and Prudent Industry Practices and in compliance with the commercially accepted standards nationally and internationally, protecting the goods from damages until the property of the GOODS AND/OR SERVICES PROVIDED to "ALPEK POLYESTER" is transferred. When special packaging is agreed, the packaging instructions from "ALPEK POLYESTER" shall be strictly complied with. The PROVIDER shall be liable for the damages caused by inappropriate packaging and/or not following instructions from "ALPEK POLYESTER". The costs and expenses incurred by the PROVIDER in compliance with Section 8.1 shall be the exclusively borne by the PROVIDER and are already included in the value of the PURCHASE ORDER.

8.2 "ALPEK POLYESTER" shall have the right to return, and the PROVIDER shall reimburse "ALPEK POLYESTER", any part of the GOODS AND/OR SERVICES PROVIDED that is damaged as a result of inappropriate packaging, or the PROVIDER not following the specific instructions for packaging. Any cost or expense related to the return of the damaged goods shall be borne by the PROVIDER. In case the previous situation arises, the PROVIDER shall, at the discretion of "ALPEK POLYESTER": (i) substitute, at its expense, the part of the damaged GOODS AND/OR SERVICES PROVIDED for others that are new, or else, are in good condition, subject to the exclusive approval of "ALPEK POLYESTER"; or (ii) reimburse "ALPEK POLYESTER" the equivalent of the amount paid by "ALPEK POLYESTER" to the PROVIDER corresponding to the damaged GOODS AND/OR SERVICES PROVIDED, as well as any other cost or additional expense incurred by "ALPEK POLYESTER" derived from this situation.

8.3 In those cases in which special care is required at the moment of unpacking certain goods, the PROVIDER shall notify "ALPEK POLYESTER" the adequate instructions for said unpacking in writing, prior to delivery of the corresponding GOODS AND/OR SERVICES PROVIDED. Notwithstanding the foregoing, the PROVIDER shall place an adequate and evident warning in the packaging.

8.4 All the acquired materials under the heading "Ex Works" (according to INCOTERMS 2020 or those that replace them) shall be sent by the PROVIDER through authorized carriers designated by "ALPEK POLYESTER". However, if the designated carrier is not available, or is considered not apt by the PROVIDER, it shall request in writing the designation of a new carrier by "ALPEK POLYESTER".

## 9. COMPLIANCE WITH APPLICABLE LAW

9.1 The PROVIDER guarantees that it shall comply with all applicable laws, rules, regulations, provisions, memos, orders and applicable resolutions, national and international, including those coming from government courts, departments, organizations, commissions and competent jurisdictional bodies in relation with the sale and delivery of the GOODS AND/OR SERVICES PROVIDED specified in the PURCHASE ORDER (including, but not limited to, any labor; social security; tax; environmental; health; customs; commercial; industrial and intellectual property; personal data protection; anti-corruption; anti-bribery; prevention and elimination of discrimination; equality; economic competition laws; etc.) The PROVIDER shall provide all the required documents for the exports from the place of production and the imports into the final destiny, including without limitation, the certificates of origin, the export and import licenses, the material security forms, etcetera. Similarly the PROVIDER shall comply with the provisions and applicable regulation regarding labor, security, safety in the workplace and, subject to the provisions of Section 15.12, of environmental protection, and all the other applicable provisions. To the extent that the PROVIDER's personnel shall enter the "ALPEK POLYESTER" property or facility, the PROVIDER shall guarantee that its personnel complies with "ALPEK POLYESTER" policies and procedures of safety, security and the environment in relation with and according to Section 16 of these PURCHASE TERMS.

## 10. DELIVERY

10.1 The partial deliveries that had not been agreed in the PURCHASE ORDER, shall not be permitted without prior and written authorization from "ALPEK POLYESTER".

10.2 The PROVIDER assumes the responsibility of inspecting the goods prior to shipping and delivery to make sure they comply with the requirements in the PURCHASE ORDER, including without limitation the specifications relating to quantity and quality. Only the materials that pass the inspection shall be delivered to "ALPEK POLYESTER" on the agreed terms.

10.3 Each delivery shall include, including but not limited to, detailed, letters, delivery notes, references, invoices, bill of lading (hereinafter the "DELIVERY DOCUMENTS") that include special instructions from "ALPEK POLYESTER", the references, the confirmation that inspection was carried out, and mainly, the number of the "ALPEK POLYESTER" PURCHASE ORDER, among others. For deliveries in different locations, "ALPEK POLYESTER" requires that the PROVIDER send the applicable DELIVERY DOCUMENTS, separately.

# ALPEK POLYESTER GENERAL PURCHASE TERMS AND CONDITIONS

10.4 The PROVIDER shall provide one copy of its invoice, to "ALPEK POLYESTER" which shall be attached to the shipping of the PROVIDER. Any cost generated by the lack of compliance to this provision shall be absorbed by the PROVIDER.

10.5 All DELIVERY DOCUMENTS shall include the PURCHASE ORDER number, the date of the PURCHASE ORDER, the specific amounts. Additionally, the reference notes shall indicate the gross and net weight of the GOODS AND/OR SERVICES PROVIDED as well as the address of the delivery place in accordance with the PURCHASE ORDER.

## 11. FOREIGN TRADE CONTROL

11.1 The PROVIDER hereby declares and guarantees that it complies and shall remain complying with the requirements from all applicable export laws and regulations, including without limitation, the Mexican Foreign Trade Law (*Ley de Comercio Exterior Mexicana*), the Import and Export General Tax Law (*Ley General de los Impuestos Generales de Importación y de Exportación*), the US Export Administrative Regulations and the International Regulations on Weapons Trafficking, US and Mexican Export Control Regulations. Such requirements include, but are not limited to obtaining all the authorizations or required licenses for the import, export or re-export of any article, product, raw materials, software or controlled technology. The PROVIDER also declares and guarantees that it has not been, nor is it currently, excluded, suspended and has not been imposed a prohibition or restriction for the export, re-export, reception, purchase, processing or any other manner of obtaining any article, product, raw material, software or technology regulated by any agency of Mexico, the US or any other State or Country. The PROVIDER agrees to compensate and hold "ALPEK POLYESTER" harmless of any damage, cost, expense, penalty or other losses caused or related to any violation or infringement of the guarantees contained hereto.

## 12. TRANSFER OF PROPERTY AND RISKS

12.1 The transfer of property and risks shall take place at the moment and site in which the GOODS AND/OR SERVICES PROVIDED, or a part of them, have been delivered by the PROVIDER to "ALPEK POLYESTER" in agreement with the INCOTERMS 2020 (or those that replace them) commercial term established in the PURCHASE ORDER. Once the transfer of the property and delivery has taken place, the PROVIDER may store the GOODS AND/OR SERVICES PROVIDED free of charge for "ALPEK POLYESTER", and shall mark them as property of "ALPEK POLYESTER". In this case, the PROVIDER shall take care of the storage and insurance of the GOODS AND/OR SERVICES PROVIDED as if the property had not been transferred.

12.2 If the required DELIVERY DOCUMENTS are not provided in accordance with the PURCHASE ORDER and/or the instructions by "ALPEK POLYESTER", the goods shall be stored at the cost and risk of the PROVIDER until the DELIVERY DOCUMENTS arrive.

12.3 The PROVIDER shall (i) submit the security information that complies with the applicable laws, (ii) comply with the internal regulations of the "ALPEK POLYESTER" facility and (iii) obtain approval from "ALPEK POLYESTER", before introducing any hazardous material into the "ALPEK POLYESTER" facility. For such purposes "hazardous material" shall be considered those hazardous substances, their residues, their containers, packaging and other components that comprise the load to be transported by the units, such as specified by the Official Mexican Standard (*Norma Oficial Mexicana*) NOM-002-SECT/2011, the "List of Hazardous Substances and Materials Usually Transported" published in the Official Gazette of the Federation (*Diario Oficial de la Federación*), on January 27, 2012. All these GOODS AND/OR SERVICES PROVIDED shall be duly identified and strictly controlled by the PROVIDER regarding their use. The storage and transportation of the GOODS AND/OR SERVICES PROVIDED, as well as the protection of the personnel that handles said materials shall comply with the current applicable provisions.

## 13. EARLY TERMINATION AND RESCISSION.

### 13.1 EARLY TERMINATION.

"ALPEK POLYESTER", at its sole discretion and without incurring in any responsibility to the PROVIDER, may terminate the PURCHASE ORDER in advance, totally or partially, at any moment through a written notification sent to the PROVIDER for such purposes. In this case, (i) "ALPEK POLYESTER" shall reimburse the PROVIDER only those reasonable expenses effectively incurred by the PROVIDER during the execution of the PURCHASE ORDER (prior to the notice date of early termination by "ALPEK POLYESTER") that have the corresponding documental support, acceptable to the satisfaction of "ALPEK POLYESTER" and (ii) "ALPEK POLYESTER" shall cover those reasonable expenses that the PROVIDER had to incur as a result of said early termination, provided the expenses are documented by the PROVIDER to the satisfaction of "ALPEK POLYESTER". The expenses mentioned in this Section 13.1, subsections (i) and (ii), shall not include profits, costs and fixed expenses, indirect expenses, royalties, development costs and other similar costs of the PROVIDER. In addition to the foregoing the parties agree that "ALPEK POLYESTER" shall not be obligated to payment of damages due to early termination. As consideration for payment carried out, the PROVIDER shall deliver or assign to "ALPEK POLYESTER" the work done until that moment, and "ALPEK POLYESTER" shall be authorized to use the aforementioned work at its sole discretion. In case of early termination, the PROVIDER shall deliver or assign to "ALPEK POLYESTER" the work carried out regarding the PURCHASE ORDER until the notice date from "ALPEK POLYESTER" and shall grant it the right to use (or have used) all the documents of the PROVIDER required for the termination of the GOODS AND/OR SERVICES PROVIDED. Any owed amount to the PROVIDER due to goods or services that had been completed by the same PROVIDER, according to the terms of the PURCHASE ORDER, prior to early termination, shall be subject to the deduction of additional costs and expenses for compliance of the PURCHASE ORDER and other incurred damages by "ALPEK POLYESTER" as a result of infringement by the PROVIDER. In case of payments carried out in advance, these shall be reimbursed to "ALPEK POLYESTER" with its corresponding interest.

### 13.2 RESCISSION.

In case the PROVIDER is declared in bankruptcy or commercial reorganization (*concurso mercantil*), or makes a general assignment in benefit of its creditors, or if a liquidator was named due to the commercial reorganization of the PROVIDER, or in case that the PROVIDER infringes any provision or requirement in accordance with the PURCHASE ORDER, "ALPEK POLYESTER" may, through a written notice to the PROVIDER, notwithstanding any other right or appeal that "ALPEK POLYESTER" might have according to the applicable law, consider the PURCHASE ORDER as rescinded. In case of said rescission, "ALPEK POLYESTER" may complete the compliance of the PURCHASE ORDER through the means that "ALPEK POLYESTER" considers appropriate, and the PROVIDER shall be responsible of any other cost or additional expense incurred by "ALPEK POLYESTER" in said compliance. In case of rescission, the PROVIDER shall deliver or assign to "ALPEK POLYESTER" the carried out work in relation with the PURCHASE ORDER until the notice date of "ALPEK POLYESTER" and shall grant it the right to use (or have used) all the documents of the PROVIDER required for the termination of the GOODS AND/OR SERVICES PROVIDED. Any owed amount to the PROVIDER due to goods and services that had been completed by the PROVIDER according to the terms of the PURCHASE ORDER, prior to rescission, shall be subject to the deduction of the additional costs and expenses for the compliance of the PURCHASE ORDER and other damages incurred by "ALPEK POLYESTER" as a result of infringement by the PROVIDER. In case of payments carried out in advance, these shall be reimbursed to "ALPEK POLYESTER" with its corresponding interest.

## 14. AUDITS, INSPECTIONS AND REPLACEMENT PARTS.

14.1 "ALPEK POLYESTER" or their representatives shall be authorized, at their expense and through a reasonable notice, to carry out inspections and verifications during production in the facilities of the PROVIDER and their subcontractors, to inspect, among other concepts, compliance of specifications and construction materials and to reject faulty parts during the production of the GOODS AND/OR SERVICES PROVIDED. The inspections or verifications shall not relieve the PROVIDER of its full responsibility for all the GOODS AND/OR SERVICES PROVIDED.

14.2 In the same way, "ALPEK POLYESTER" or its representatives shall be authorized to carry out audits to the records of the PROVIDER, including books, documents, agreements and any other information that subject to the criteria of "ALPEK POLYESTER" may affect the PURCHASE ORDER except (a) the material cost, equipment or products acquired by the PROVIDER and (b) the PROVIDER's profit margin.

14.3 The approval of "ALPEK POLYESTER" shall affect any drawings, blueprints, documents or similar and shall not relieve the PROVIDER from its full responsibility over the GOODS AND/OR SERVICES PROVIDED.

14.4 No later than at the moment of delivery, the PROVIDER shall provide "ALPEK POLYESTER" in the amounts and languages requested by the final designs, the certification exams, the instructions for operation and maintenance, and the replacement part lists required for proper maintenance of the GOODS AND/OR SERVICES PROVIDED in accordance with the PURCHASE ORDER. "ALPEK POLYESTER" may require from the PROVIDER the delivery of part or all of said information through electronic means.

14.5 In case a competent authority requests ALPEK POLYESTER to present transport costs (e.g. a breakdown of all packaging or shipping costs), both Parties agree that ALPEK POLYESTER shall be entitled to disclose this information to such competent authority when needed.

14.6 All shipments from the PROVIDER shall be accompanied with (i) the corresponding Invoice and (ii) a detailed list of the package or a delivery list with the corresponding Invoice of the PROVIDER.

## 15. ACCEPTANCE AND GUARANTEES.

### 15.1 ACCEPTANCE BY "ALPEK POLYESTER".

The acceptance of the GOODS AND/OR SERVICES PROVIDED by "ALPEK POLYESTER" shall be understood as carried out in the moment in which all the terms of the PURCHASE ORDER have been complied to the satisfaction of "ALPEK POLYESTER", including inspections and testing. Said acceptance for the equipment, engineering services, construction and other agreed cases, shall be formalized through an execution by both parties of an acceptance protocol agreed by the parties. No delay in the inspection or testing of the GOODS AND/OR SERVICES PROVIDED, even when it is the responsibility of "ALPEK POLYESTER", shall be considered an acceptance thereof or a waiver of any of the rights of "ALPEK POLYESTER". The acceptance by "ALPEK POLYESTER" shall not constitute a waiver of any claim that "ALPEK POLYESTER" may have regarding the GOODS AND/OR SERVICES PROVIDED, including without limitation a claim according to any guarantee or a credit due to infringement with the established delivery dates. Payment of the price by "ALPEK POLYESTER", in full or in part, shall not constitute the acceptance of the GOODS AND/OR SERVICES PROVIDED. After the reception, "ALPEK POLYESTER" shall have 30 (thirty) calendar days

to inspect the GOODS AND/OR SERVICES PROVIDED or parts of them. "ALPEK POLYESTER" shall notify the PROVIDER within 15 (fifteen) calendar days after the termination of the inspection, of any imperfection that may have been discovered thereof.

### 15.2 DELIVERY DATE COMPLIANCE GUARANTEE

The PROVIDER guarantees that it shall deliver the GOODS AND/OR SERVICES PROVIDED in the delivery date and according to the terms and conditions agreed in the PURCHASE ORDER. Furthermore, it guarantees that in case partial deliveries were agreed to, these shall occur on the date of delivery and according to the terms and conditions agreed in the PURCHASE ORDER. For the purposes of this guarantee the provisions established in Section 7 of these PURCHASE TERMS shall apply.

### 15.3 GUARANTEE FOR ENGINEERING, SERVICES AND DESIGNS

The PROVIDER guarantees that the services and engineering delivered are complete, exact and adequate for the expected purpose, and that any engineering or services or design that has been specified by "ALPEK POLYESTER" have not been modified, eliminated or ignored. If the engineering or the services do not comply with this guarantee, "ALPEK POLYESTER" shall notify the PROVIDER in writing and the PROVIDER shall without delay and free of charge to "ALPEK POLYESTER" provide the engineering or corrected or complete services, to satisfy this guarantee. Furthermore the PROVIDER shall provide the equipment that results defective and/or missing as a result of its incomplete or defective engineering. Additionally, if "ALPEK POLYESTER" notifies of a deficiency in the services or the engineering and the PROVIDER does not respond within the following 30 (thirty) calendar days with engineering or corrected services or with the equipment that is deficient or missing as a result of that incomplete engineering, then, the PROVIDER shall be responsible for all the costs and expenses incurred by "ALPEK POLYESTER" and/or its Affiliates in correcting the engineering, the services, supplies, the deficient equipment and/or missing as a result of the defective or incomplete engineering or services.

### 15.4 MECHANICAL GUARANTEE.

The PROVIDER expressly guarantees that all of the GOODS AND/OR SERVICES PROVIDED contemplated in the PURCHASE ORDER, and in each one of their parts, shall be new, not rebuilt, reconditioned or repaired, and that they comply with the specifications, drawings, samples, compliance guarantees or any other type of proportionate or specified description by "ALPEK POLYESTER", and that they shall be marketable, of a good material and well manufactured, free from liens and hidden defects. The PROVIDER further guarantees that the equipment shall be in good mechanical conditions of operation. The PROVIDER expressly guarantees that the material determined in the PURCHASE ORDER shall be optimal and sufficient for the specified purpose. If certificates, testing reports, or similar documents are a part of the agreed GOODS AND/OR SERVICES PROVIDED, the information contained therein shall be considered as guaranteed characteristics. Unless otherwise agreed to in writing, the PROVIDER expressly guarantees that upon compliance of the PURCHASE ORDER, it shall apply the principles of quality guarantee established by the corresponding ISO or by similar standards to those. The quality reports have to be archived in a secure manner during the required period in the current applicable legislation for these types of goods, however said period shall not be less than 10 (ten) years after the acceptance of conformity with what is set forth in the referred Section 15.1. If the PROVIDER does not comply with the guarantees established hereto during the specified period, it shall compensate for the defects immediately in the facilities of "ALPEK POLYESTER" or its Affiliates, (or, at the discretion of "ALPEK POLYESTER", shall look for a third party to compensate for the defects at the cost of the PROVIDER), including without limitation replacement or repair of the equipment or parts of the equipment and the costs associated with its installation, replacement or reparation (including labor costs and materials). In case of replacement, the replacement pieces shall be new and delivered based on the INCOTERM 2020 (or those that replace them) established in the PURCHASE ORDER; provided that shipping shall be carried out in the fastest way possible. If the PROVIDER does not immediately repair the defects, or in case of an emergency, "ALPEK POLYESTER" shall be authorized to repair the defects itself, or to commission a third party to repair them, in any case the cost shall be paid by the PROVIDER. At the discretion of "ALPEK POLYESTER", if the replacement or repair of the GOODS AND/OR SERVICES PROVIDED is not wanted by "ALPEK POLYESTER", the PROVIDER shall provide to "ALPEK POLYESTER" an adequate reduction in the price of the PURCHASE ORDER that reflects the value of the GOODS AND/OR SERVICES PROVIDED in their defective state. Or when applicable, the price total of the PURCHASE ORDER.

### 15.5 GUARANTEE OF CONSTRUCTION

The PROVIDER guarantees that at any construction work site or assembly line; (i) the design, construction, engineering, assembly, and other associated activities, has been carried out, completed and delivered, and all works have been carried out, in a correct manner and with the sufficient technical experience, and in strict accordance with the terms and conditions of the different documents that comprise the PURCHASE ORDER, with all the technical documentation, with all the permits and applicable laws, and with the accepted engineering and industry practices, (ii) that all the materials have been new, and (iii) that all the workforce and materials have been first rate, complete, free from defects and in strict accordance with the PURCHASE ORDER and in compliance with the requirements, procedures and instruction from the providers. If this guarantee is not complied with, the PROVIDER shall correct, immediately, quickly and without cost to "ALPEK POLYESTER" and at the exclusive cost and expense of the PROVIDER, the workforce or defective materials (including removal, replacement or reinstallation of the affected materials) or shall correct the defective design to comply with the design according to the PURCHASE ORDER. Said corrective work shall be swiftly carried out through the redesign, repair, or replacement of the affected parts, to comply with the specifications set forth in the PURCHASE ORDER. "ALPEK POLYESTER" shall provide the PROVIDER access to the facility of "ALPEK POLYESTER" or its Affiliates depending on the case to execute its obligations according to this guarantee, to the extent that said access does not interfere with the normal operations of the facility. If within 10 (ten) days after "ALPEK POLYESTER" notified the PROVIDER of a defect in the materials, the workforce or the design, the PROVIDER has not begun or is not diligently correcting the defect, "ALPEK POLYESTER" may correct said defect, or commission a third party to carry out said activity, and the PROVIDER acknowledges and accepts that it shall be responsible for all costs, expenses and fees incurred by "ALPEK POLYESTER" in said repair, replacement or redesign, and shall pay said amounts within 15 (fifteen) days after receiving the corresponding invoice from "ALPEK POLYESTER" that contains the expenses carried out to correct said defect. Notwithstanding the foregoing, if there is an emergency that "ALPEK POLYESTER" determines places the persons, the property or the facility at risk, the requirement of 10 (ten) days of prior notice shall not be taken into consideration.

15.6 Unless differently agreed to in the PURCHASE ORDER, the period for the guarantees set forth in this Sections 15 shall be extended for 24 (twenty-four) months starting from the acceptance date of "ALPEK POLYESTER" according to Section 15.1 or else, starting from 18 (eighteen) months starting from their operation. In any way, the repaired or replaced goods shall be guaranteed for the remaining period of the original guarantee or 12 (twelve) months starting from the start of operation of the parts or repaired or replaced materials, whichever is the longer period. The PROVIDER shall replace or repair the hidden defects without additional fees to "ALPEK POLYESTER". The hidden defects shall be defined as defects in the materials, the workforce or in the designs that occur within 5 (five) years after the delivery of the GOODS AND/OR SERVICES PROVIDED, and that may not have been discoverable during the guarantee period.

15.7 When a substitution delivery occurs, the goods originally delivered to "ALPEK POLYESTER" shall remain in their possession so that it uses them without charge until the substitution delivery is completely ready so that "ALPEK POLYESTER" puts it in operation. The same shall occur in case of total or partial termination of the PURCHASE ORDER caused by defective deliveries.

### 15.8 SUBCONTRACTOR GUARANTEE

In the event ALPEK POLYESTER authorizes the PROVIDER to subcontract personnel, the PROVIDER, shall subcontract in accordance with the guidelines set forth in this instrument and applicable laws. For the protection and benefit of "ALPEK POLYESTER" and its Affiliates, the PROVIDER shall obtain guarantees from all subcontractors for all the machinery, equipment, workforce and services, materials, supplies, among others, and said guarantees shall not be modified without prior written consent from "ALPEK POLYESTER". The PROVIDER shall assure that said guarantees cover a period of at least 24 (twenty-four) months starting from the acceptance date of "ALPEK POLYESTER" according to Section 15.1. Upon the expiration of the guarantees provided by the PROVIDER or upon the termination of the PURCHASE ORDER, whichever occurs first, said guarantees of the subcontractors shall be transferred without cost, assigned or placed at the disposal of "ALPEK POLYESTER", and for that effect the PROVIDER shall deliver to "ALPEK POLYESTER" all necessary documentation. After the aforementioned assignment, "ALPEK POLYESTER" shall have the right to receive all payments, including payments of damages, paid by any subcontractor according to their guarantee. The PROVIDER shall do their best to obtain, for the benefit of "ALPEK POLYESTER", guarantees from the subcontractors in excess of the 24 (twenty-four) months mentioned above, without it signifying an additional compensation to the subcontractors. Furthermore, the PROVIDER shall notify "ALPEK POLYESTER" of the availability of additional guarantees of the subcontractors at an additional cost. These guarantees of the subcontractors, including additional guarantees, in no way affect the obligations of the PROVIDER regarding the guarantees it is granting according to the PURCHASE ORDER.

### 15.9 PERFORMANCE GUARANTEES.

The PROVIDER shall guarantee the performance of the GOODS AND/OR SERVICES PROVIDED, measured in performance tests in which parameters shall be measured such as production capacity, quality of the manufactured products, consumption of raw materials, energy consumption, among others. The parties shall agree in the PURCHASE ORDER everything relevant as well as the remedies in favor of "ALPEK POLYESTER", including without limitation, payment of penalties, if the referred parameters do not comply with what is guaranteed. In case of disagreements due to quality, an independent expert opinion shall be obtained designated by mutual agreement of the parties. The parties agree to accept the report with the results from the designated expert. The party that results not favored by the report shall cover the costs from the expert opinion.

### 15.10 INTELLECTUAL PROPERTY GUARANTEE

The PROVIDER guarantees that the GOODS AND/OR SERVICES PROVIDED, and any component that is a part of them, does not violate nor shall it violate any right of Confidential Information (as defined later on in the document) from third parties, rights of intellectual property, patents, copyrights, trademarks, industrial secrets or any other confidentiality right, national or international (hereinafter "INTELLECTUAL PROPERTY"). In case of infringements to the INTELLECTUAL PROPERTY related to the GOODS AND/OR SERVICES PROVIDED, the PROVIDER shall obtain the right to use the equipment without affecting its functionality, or else, modify it or replace it, so that the use given by "ALPEK POLYESTER" or its Affiliates or its clients, is not considered to be an infringement. The PROVIDER shall hold "ALPEK POLYESTER" harmless of any claim derived from infringements to the INTELLECTUAL PROPERTY. The obligations of this guarantee shall survive the termination of the PURCHASE ORDER. For the purposes of this PURCHASE TERMS, it shall be understood as Confidential Information all the information received, provided, or released in written form, audio, visual, oral, print, electronic means, movies or any other written or graphic form, including but not limited to, all the information related to its operations, critical route, businesses, products, services, methods, processes, procedures, systems information, contracts, agreements, discoveries, ideas, designs, drawings, programs, know-



how, financial information, technical information, databases, plans, projects and business policies and marketing methods that "ALPEK POLYESTER" and/or its Affiliates provide the PROVIDER or any other information that "ALPEK POLYESTER" expresses in writing or mark as confidential or secret.

## 15.11 ENVIRONMENTAL GUARANTEE

The PROVIDER guarantees that the GOODS AND/OR SERVICES PROVIDED shall comply with all the applicable environmental regulation, on the acceptance date by "ALPEK POLYESTER" according to Section 15.1.

## 15.12 SAFETY GUARANTEE

If applicable the PROVIDER guarantees that it shall implement a safety program, which shall be proposed by the PROVIDER and approved by "ALPEK POLYESTER", designed to minimize the risk of work accidents during the execution of the works. The implementation of this safety program, does not exclude the PROVIDER from compliance of the internal "ALPEK POLYESTER" provisions nor from the current and applicable legislation. In case of infringements to this program or insecure practices that involve imminent risks to the facilities, operations and personnel of "ALPEK POLYESTER", immediate actions shall be taken to suspend the works and correct the risk situations. If the PROVIDER does not take corrective actions within a reasonable timeframe, "ALPEK POLYESTER" reserves the right to correct said risk situations and bill the PROVIDER for the costs and expenses incurred. In addition to the remedies herein set forth, "ALPEK POLYESTER" shall have the remedies provided in the applicable legislation, and the right to rescind the PURCHASE ORDER.

## 15.13 COMPLIANCE TO THE PROGRAM GUARANTEE.

The PROVIDER guarantees that its entire works and those of its subcontractors related to the GOODS AND/OR SERVICES PROVIDED, including engineering, procurement, equipment, materials, construction, assembly, inspection, testing and other remaining activities shall comply fully with the agreed programs with "ALPEK POLYESTER".

## 15.14 NO LIENS GUARANTEE

The PROVIDER guarantees that the property of the GOODS AND/OR SERVICES PROVIDED, as well as any portion or component thereof, shall pass to "ALPEK POLYESTER" free from any lien or claim, and that none of said goods, services, materials, supplies or equipment shall be acquired by the PROVIDER subject to any agreement under which any person retains an interest in the property or any type of lien. This guarantee is effective as of the moment in which the property of the GOODS AND/OR SERVICES PROVIDED, or any portion thereof is transferred to "ALPEK POLYESTER" according to any of the provisions in the PURCHASE ORDER.

## 16. WORK CARRIED OUT IN "ALPEK POLYESTER" FACILITIES OR IN THE WORKPLACE

16.1 If the work is carried out in "ALPEK POLYESTER" facilities or of its clients, or in construction sites, these PURCHASE TERMS shall be supplemented by the instructions and safety rules, in the workplace and environmental protection of "ALPEK POLYESTER" or of its clients provided that the other aspects of the PURCHASE TERMS that do not refer to safety, security and environmental protection, maintain their validity and force. In this case "ALPEK POLYESTER" shall provide said instructions and/or written rules to the PROVIDER. Furthermore, the PROVIDER shall instruct their employees and subcontractors, so that they comply with said instructions and rules.

## 17. INTELLECTUAL AND INDUSTRIAL PROPERTY AND INDUSTRIAL SECRET.

17.1 "ALPEK POLYESTER" preserves all its intellectual and industrial property rights in all the Confidential Information provided to the PROVIDER regarding the PURCHASE ORDER, including without limitation, any document, specifications, drawings, sketches, calculations or models and developments in industrial and industrial property including those carried out by the PROVIDER based on information provided by "ALPEK POLYESTER". The PROVIDER shall use the Confidential Information for the exclusive purpose of compliance of the PURCHASE ORDER. Without previous and written approval from "ALPEK POLYESTER", the PROVIDER is not authorized to fabricate products, for third parties, that are based on these documents, nor shall it be authorized to photocopy said documents, or reveal them to third parties which are not directly related with compliance of the PURCHASE ORDER or with part thereof, in any way. At the request of "ALPEK POLYESTER", the PROVIDER shall return or destroy all the Confidential Information, including all the copies or reproductions thereof, previously provided by "ALPEK POLYESTER", in connection with the PURCHASE ORDER. Notwithstanding the foregoing, the PROVIDER, in any way, shall be authorized to keep 1 (one) copy for the purposes of an archive required legally or by the agreement. The PROVIDER shall maintain the secrecy of the Confidential Information received from "ALPEK POLYESTER" by virtue hereof for a period of 10 (ten) years starting from the termination of the PURCHASE ORDER.

17.2 The PROVIDER agrees to deliver to "ALPEK POLYESTER" all documents and information produced related with the GOODS AND/OR SERVICES PROVIDED. "ALPEK POLYESTER" shall have the unlimited right to use the mentioned documents for the purposes of operation, maintenance, repair, training and expansion of the GOODS AND/OR SERVICES PROVIDED.

17.3 "ALPEK POLYESTER", the GOODS AND/OR SERVICES PROVIDED and/or their clients shall not be mentioned in any publication for the purposes of advertising without prior written consent from "ALPEK POLYESTER".

17.4 Accordingly, in addition to all other remedies available at law or in equity, in the event of any breach of any of such covenants by PROVIDER, it agrees that ALPEK POLYESTER may obtain an equitable relief including specific performance, a temporary restraining order, preliminary injunction and/or permanent injunction to prevent such breach or threatened breach, even without proof of actual damages. PROVIDER further agrees to waive any requirement for securing or posting of any bond in connection with such remedy. In the event ALPEK POLYESTER obtains any such relief, ALPEK POLYESTER shall be entitled to recover against PROVIDER all of its reasonable attorneys' fees, expenses and court costs incurred in connection with the enforcement of ALPEK POLYESTER's rights under this PURCHASE TERMS. Notwithstanding the aforesaid, ALPEK POLYESTER shall not be liable for any indirect, special, consequential or punitive damages suffered by the PROVIDER that may result from a breach of the present Agreement.

## 18. ACT OF GOD AND FORCE MAJEURE.

18.1 None of the parties shall be obligated to comply with their obligations when these are impeded by an Act of God or Force Majeure. Neither the PROVIDER nor "ALPEK POLYESTER" shall be responsible for any infringement, loss, damage or delay due to war, riots, fires, floods, strikes, or working difficulties, government actions, natural disasters, delays in transportation, or other causes that are not under the reasonable control of the parties. In case of default in compliance due to any one of these causes, the date of delivery or the term for the termination shall be extended to reflect the time lost due to this delay. If the conditions of the Act of God or Force Majeure continue for more than 60 (sixty) calendar days, both the PROVIDER as well as "ALPEK POLYESTER" may consider the PURCHASE ORDER terminated without any responsibility for any of the parties after 7 (seven) days of having notified the other party in writing.

18.2 The aforementioned, provided that the compensation that corresponds to the PROVIDER comprises only payment of the expenses or goods effectively carried out and delivered until the moment of termination, and the reasonable expenses incurred and accepted by the PROVIDER to the satisfaction of ALPEK POLYESTER. The PROVIDER shall be entitled to compensation, in case of termination of the PURCHASE ORDER due to an Act of God or Force Majeure, for the work effectively carried out prior to the termination. Furthermore, "ALPEK POLYESTER" is entitled to receive the results of the work it paid for.

## 19. COMPENSATION AND RESPONSIBILITIES

19.1 The PROVIDER agrees to defend, compensate and cover the damages to "ALPEK POLYESTER" and its clients, Affiliates, employees, agents and subcontractors against any loss, cost, damage or responsibility, including attorney's fees, derived from negligence or any other infringement of obligations by the PROVIDER, and those for whom the PROVIDER is responsible for according to the PURCHASE ORDER, or for GOODS AND/OR SERVICES PROVIDED.

19.2 In addition to the foregoing, the PROVIDER shall compensate "ALPEK POLYESTER" or its clients for any loss, damage, expense (including but not limited to attorney's fees), claims or responsibility derived from any type of infringement or claims due to infractions of any patent, brand, copyright, industrial secret or any other right similar based on the production, installation, use, lease or sale of any type of goods, materials or services provided to "ALPEK POLYESTER" in accordance with the PURCHASE ORDER. "ALPEK POLYESTER" shall notify the PROVIDER as soon as possible of any claim or infraction, and the PROVIDER shall, at its expense, defend, compromise, or dissipate any action or necessary actions to satisfy and release "ALPEK POLYESTER" from the aforementioned without any cost or expense.

## 20. INSURANCE AND SURETY BOND.

20.1 The PROVIDER shall carry out and maintain an insurance coverage over the general responsibility and product responsibility sufficient to cover its obligations and responsibilities derived from the PURCHASE ORDER. The Provider's Insurance of general responsibility and product responsibility shall be maintained with a minimum limit per incident and an additional joint coverage according to the amount of its related operations with "ALPEK POLYESTER". At the request of the other party, the PROVIDER shall deliver to "ALPEK POLYESTER" the insurance certificates that evidence it maintains the aforementioned insurance coverage.

20.2 Regarding the other insurance and surety bonds in connection with these PURCHASE TERMS, the parties acknowledge and accept that they shall be subjected to the agreement in the corresponding PURCHASE ORDER, attending to the premises there specified, according to the specific case.

## 21. MISCELLANEOUS

### 21.1 APPLICABLE LAWS AND JURISDICTION.

The PURCHASE ORDER shall be issued and interpreted according to the laws of the United Mexican States excluding the application of the regulations of private international law. The content of these PURCHASE TERMS shall not limit in any way the

rights of "ALPEK POLYESTER" available under applicable law. In case of disagreement, the parties shall do their best to resolve said disagreement in an amicable manner during a period of 21 (twenty-one) calendar days starting from when the affected party notifies the other party of such situation. If an amicable resolution is not possible, the controversy shall be resolved (unless a different agreement is arrived at) according to the provisions of the respective document based on the order of precedence (as defined in Clause 1.2) or otherwise, in accordance with the commercial rules of arbitration of the International Chamber of Commerce (*Cámara de Comercio Internacional*) before one arbitrator assigned according to said rules. "ALPEK POLYESTER" reserves the right to file a lawsuit against the PROVIDER in their domicile. The PROVIDER expressly waives the jurisdiction of any other judicial authority. All controversies shall be resolved according to what is set forth in the PURCHASE ORDER and the documents which form a part thereof.

### 21.2 ASSIGNMENT

Any attempt to assign, transfer or delegate any right, duty or obligation contained hereto to a third party without written consent from the other party shall be invalid. Notwithstanding the foregoing the parties agree that "ALPEK POLYESTER" may assign the PURCHASE ORDER to any of its Affiliates, through a written notice to the PROVIDER with 30 (thirty) calendar days of anticipation.

### 21.3 WAIVER OF RIGHTS

The omission of "ALPEK POLYESTER" or the PROVIDER to exercise any of their rights shall not constitute any waiver or loss thereof.

### 21.4 SEVERABILITY

If any provision of the PURCHASE ORDER is determined null or not enforceable, this determination shall not cause other provisions to be null or not enforceable, and "ALPEK POLYESTER" and the PROVIDER will do its best to substitute such provision by a valid provision that covers the original commercial intent so long as it legally possible.