

Table of Contents

APNA Terms and Conditions of Sale	2
APNA Terms and Conditions of Purchase.....	6
APMX Terms and Conditions of Sale (Spanish)	10
APMX Terms and Conditions of Sale (English).....	21
APMX Terms and Conditions of Purchase (Spanish).....	31
APMX Terms and Conditions of Purchase (English).....	34

TERMS AND CONDITIONS OF SALE

Sales under these terms and conditions (these “Terms”) are by Asahi Kasei Plastics North America, Inc., a Michigan, USA corporation (“Seller”), to the entity named as the buyer or purchaser (“Buyer”) in the documentation to which these Terms are attached or with which they are associated and are conditional upon Buyer’s agreement with the Supply Agreement including without limitation these Terms and only these Terms. Without limiting the foregoing: (a) Seller’s Quotation is an offer to sell the Products to Buyer; if these Terms are first tendered to Buyer with a Quotation or otherwise, before Buyer tenders a purchase order or similar document to Seller, these Terms are in lieu of any terms and conditions later submitted by Buyer and Seller objects to and rejects all additional or different terms and conditions of Buyer, whether confirmatory or otherwise; and (b) if Seller tenders these Terms after the tender by Buyer of other terms and conditions, whether as part of a purchase order or otherwise, then Seller’s acceptance of any offer by Buyer associated with Buyer’s terms and conditions is expressly conditioned upon Buyer’s acceptance of these Terms exclusively and to the exclusion of any proffered Buyer terms and conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms and conditions proffered by Buyer. Any Quotation, purchase order acknowledgement, invoice, or other Seller document that incorporates these Terms by reference, shall be deemed to include these Terms, whether or not Seller provides a complete copy of these Terms to Buyer. Buyer represents and warrants that any Products that it purchases from Seller are for business or commercial use only and not for domestic, personal, family, or household use.

1. **Definitions.** Any capitalized terms used herein shall have the meaning ascribed to them herein.

(a) **Description of Products and Services.** “Products” are the goods and/or services sold by Seller to Buyer under a Supply Agreement or any other agreement between the parties. If Seller is providing services, then the terms “shipment” or “delivery” and the like, as used herein, shall mean the performance or provision of services by Seller, where applicable.

(b) **Description of Quotation.** The “Quotation” is Seller’s statement identifying the Products, together with any quantity, price, delivery, and/or other terms and conditions, offered by Seller for sale to Buyer, and includes without limitation, Seller’s transmission of such information electronically to Buyer in response to request for quotation or other similar Buyer request.

(c) **Description of Supply Agreement; Acceptance.** These Terms, the Quotation, any purchase order acknowledgement if one is issued by Seller, and Buyer’s purchase order (except to the extent that Buyer’s purchase order conflicts with these Terms, the Quotation, Seller’s purchase order acknowledgement, or other Seller documentation) constitute the “Supply Agreement.” The Supply Agreement is the agreement between Seller and Buyer governing the sale of Products by Seller to Buyer. The quantity of Products ordered by Buyer, as stated in a Supply Agreement, shall constitute a binding purchase obligation of Buyer. Seller has the right, subject to the Supply Agreement and applicable law, to reject any order or release received from Buyer. Buyer’s performance, or acceptance of, or payment for, any Products from Seller will constitute Buyer’s acceptance of the Supply Agreement.

(d) **Description of Term.** The commencement date and length of the Supply Agreement shall be as stated in the Supply Agreement, or if not stated, the term shall commence on the date when Seller commences performance thereunder (“Commencement Date”), and continue for a 12-month period, after which it shall automatically renew each year, on the anniversary of the Commencement Date, for another 12-month period, unless terminated in accordance with these Terms.

2. **Prices; Quantities.** The prices of the Products supplied by Seller are as stated in the Supply Agreement. Seller has the right to adjust (including increase) prices, in Seller’s sole discretion and at any time, as a result of increases in costs or prices for labor, transportation, commodities or materials. Except as otherwise stated in a Supply Agreement, all pricing is EXW (Incoterms 2010) Seller’s facility or such other location as Seller specifies in a Supply Agreement. Buyer acknowledges and agrees that the prices for Products offered by Seller are based on Buyer purchasing a stated minimum order quantity and/or minimum shipment quantity of those Products. Where Buyer orders a Product that is subject to a minimum order or shipment quantity and the quantity ordered does not meet that minimum, Seller has the right to adjust (including increase) the Product price or ship the minimum quantity in Seller’s sole discretion. Where a Supply Agreement states a quantity but does not state a period over which the quantity is to be ordered or delivered, the period over which the quantity is to be ordered or delivered will be a reasonable time under the circumstances. Where a Supply Agreement states a Product quantity over a specified period but does not identify a schedule for shipping specific quantities within that period, the parties agree that Buyer will order, and Seller will ship, the quantity evenly over the stated time. Seller will use commercially reasonable efforts to accommodate orders (a) in excess of the Product quantities specified and/or (b) for Product quantities greater than would be expected if the orders were evenly spread over the contemplated time period; but Seller makes no guaranty of shipment of such excess quantities, Seller is not obligated to ship such excess quantities, and, further, Seller reserves the right to allocate Products to customers from which Seller has firm orders for specific quantities at specific times.

3. **Taxes and Fees.** Unless provided otherwise in a Supply Agreement, all prices are exclusive of sales, use, excise, customs, export, import, commodity and/or any other taxes. Buyer will pay all such taxes and any license fees or other charges incidental to the sale of Products. Buyer will, at Seller’s request, provide to Seller reasonable proof of

payment by Buyer of such taxes, fees, and assessments. If Seller is required to prepay any taxes on behalf of Buyer, Buyer will promptly reimburse Seller for all such taxes paid. If provision of the Products requires any documentary letter of credit or similar document, instrument, or process, Buyer shall pay all fees and costs associated therewith.

4. **Payment Terms.** Unless provided otherwise in writing in a Supply Agreement, payment terms are net 30 days from the date the Products are delivered to the carrier for shipment. Buyer will pay any invoice issued by Seller without discount, setoff, or reduction. Seller may, in its sole discretion, require payment by bank transfer, cash, certified check, or letter of credit, at any time. All trading accounts are subject to prior approval of Seller’s credit department in accordance with Seller’s credit policies and practices in effect from time to time. Seller may revise the amount of credit or terms of payment at any time for any reason. If Buyer fails to make payment when due or defaults under a Supply Agreement in any other way, Seller may, in its sole discretion and at its option, without limiting any of its other rights or remedies available under these Terms, a Supply Agreement, or applicable law, and until Buyer’s account is current: (a) withdraw credit and suspend or cancel performance under any or all Supply Agreements with Buyer; and/or (b) reschedule shipment to a later date. Seller may invoice separately for each shipment and, in any case, Buyer will pay for each shipment as invoiced without regard for other shipments.

5. **Shipments.** Seller will ship the Products EXW (Incoterms 2010) Seller’s facility or such other location as Seller specifies in a Supply Agreement. Seller may select the freight carrier, and Buyer accepts carrier selection by Seller unless Buyer timely specifies in writing an alternative carrier reasonably acceptable to Seller. Delivery of Products to the carrier constitutes delivery to Buyer, title to Products will pass to Buyer, and Buyer will have all risk of loss or damage at that time. Any claims against Seller for shortages or non-conformance that could, with due diligence, be discovered by inspection upon receipt must be made within 10 days after receipt. Seller will package the Products in accordance with Seller’s standard practice. Seller may make deliveries in installments with appropriate partial invoicing issued for each such installment in Seller’s sole discretion. Buyer may request that Seller shorten lead times and deliver Products more quickly than originally estimated, but Seller is not obligated to accommodate such Buyer requests, and Seller has the right to adjust (including increase) Product pricing, in Seller’s sole discretion or impose break-in charges, for directly or indirectly affected Products or shipments thereof. Each shipment of Products to be delivered is a separate sale and Buyer will pay the price for each shipment without regard for any failure to deliver, or nonconformity of, any previous or subsequent shipment. Seller’s breach or default in the delivery of any particular shipment of Products will not permit Buyer the right to refuse to receive any other shipment of Products. Time is not of the essence and Buyer is not entitled to reject an otherwise conforming tender of Products made within a reasonable time. Any failure by Buyer to pay for any shipment of Products within the time stated for payment is an anticipatory material breach with regard to other shipments. Once Seller commences production of Products and/or determines a shipping or delivery date with regard to the same, Seller will be entitled to provide, ship, and/or deliver such Products and receive payment therefor and Buyer may not revise the timing for receipt of such Products.

6. **Security Interest.** Buyer grants to Seller a security interest in the Products supplied under any Supply Agreement and any proceeds thereof and accessions thereto as security for Buyer’s obligations (payment and otherwise) to Seller. Seller may file any financing statement or similar document and/or take any other action permitted by applicable law to perfect and enforce such security interest and, if local law requires that a financing statement or similar document be signed or otherwise acknowledged by a debtor party, Buyer authorizes Seller to execute and deliver on Buyer’s behalf any such document. In case of a default by Buyer, Seller may peaceably enter the premises of Buyer and others to repossess all Products in which it has a security interest. Buyer shall not sell, exchange, transfer, convey, mortgage, pledge, hypothecate or grant a security

interest in any Products or the proceeds thereof (including cash, accounts, contract rights, instruments and chattel paper) which are the subject to these Terms or any Supply Agreement if payment therefor shall not have been made in full to Seller.

7. **Termination; Default.**

(a) **Termination for Default.** Either party may, without prejudice to its other rights or remedies, terminate a Supply Agreement immediately, by providing written notice to the other party of such termination, if the other party files a petition in bankruptcy or assignment generally for the benefit of creditors or initiates, or has initiated against it, any similar proceeding under any law with respect to creditor's rights, adjustment of debts, or similar law, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a third-party manager or receiver appointed over any of its assets. Seller may, without prejudice to its other rights or remedies, terminate or cancel all or part of a Supply Agreement, or all or part of any purchase order or release issued by Buyer, or all or part of any other agreements between the parties, immediately if Buyer defaults under these Terms or any Supply Agreement and does not remedy the default within 10 days following written notice provided by Seller to Buyer.

(b) **Adequate Assurance of Performance.** In any circumstance where Seller has the right to demand adequate assurance of Buyer's performance (such as, but not limited to, under Section 2-609 of the Uniform Commercial Code, where applicable), Buyer will provide such assurance, in the form requested by Seller (including, without limitation, one or more deposits, letters of credit or cash-in-advance payments) within a reasonable time not to exceed five days. Upon making such demand, Seller may suspend its performance under a Supply Agreement, including production, shipment and/or deliveries of Products, until Buyer has provided such assurance. If, within the period stated in such demand, Buyer fails to give adequate assurance of due performance in the form requested by Seller, Seller may, in its sole discretion and without any requirement to do so: (i) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of this Supply Agreement not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (ii) make shipment under reservation of a security interest and demand payment against tender of documents of title. These rights are in addition to any and all other rights Seller has under these Terms, a Supply Agreement, at law, or in equity, relating to Buyer's default in the performance.

(c) **Other Termination by Seller.** Seller may terminate, cancel or rescind all or any part of a Supply Agreement, or any purchase order or release issued by Buyer, at any time, for any reason, without cause, without liability, and without prejudice to Seller's other rights or remedies, by providing 30 days' prior written notice to Buyer.

(d) **Termination and Cancellation Costs.** Upon termination or cancellation of a Supply Agreement, or any purchase order or release, for any reason, by any party, Buyer will pay to Seller the following amounts: (i) the Supply Agreement price for all finished Products and completed services which conform to the requirements of the Supply Agreement and not previously paid for; (ii) for the actual cost of work-in-process and applicable raw materials purchased by Seller (including orders for raw materials by Seller which could not be or were not cancelled); and (iii) all other out-of-pocket costs incurred by Seller prior to or resulting from the termination or cancellation including without limitation the cost of any material, labor, plant, tools and any overheads used, or intended to be used, to produce Products or otherwise fulfill Buyer's purchase orders or releases.

8. **Product Changes.** Seller may, at any time and without notice to the Buyer, change the Products in any way that does not adversely affect the form, fit or function of the Products in any material respect. If Buyer at any time directs changes or causes Seller to make changes to the Products, drawings, or specifications of the Products, or otherwise wishes to change the scope of a Supply Agreement, including, but not limited to, such matters as inspection, testing, or quality control, Seller may terminate the Supply Agreement with respect to the items affected by such change(s) or extend the time for performance and/or adjust (including increase) the price of Products to take into account the changes, in Seller's sole discretion.

9. **Technical Assistance.** Except as provided for in a separate signed agreement or as expressly stated in a Supply Agreement, Seller will not be required to provide technical advice, facilities or service in connection with any Supply Agreement or the Products supplied.

10. **Assignment.** Seller may subcontract the performance of any obligation of Seller under any Supply Agreement, provided only that Seller remains primarily liable for the performance of the obligation. Buyer may not assign any right or obligation under any Supply Agreement. Seller may assign any right or obligation under any Supply Agreement and, provided only that Seller's assignee has assumed the obligation(s) of Seller, Seller will, upon such assignment, have no further liability as to the assigned obligations.

11. **Warranty.**

(a) **Products Generally.** Seller warrants solely to Buyer (and not to Buyer's customers or end users) that each Product supplied under these Terms and any Supply Agreement will, at the time of delivery, conform to Seller's written specifications during normal use and/or operation. Seller's sole and exclusive obligation, and Buyer's

sole remedy for failure of any Product to conform to the above warranty is, at the option of Seller and in Seller's sole discretion, repair or replacement of the non-conforming Product or a refund of the monies paid by Buyer for the non-conforming Product. Buyer must notify Seller in writing promptly of any failure of a Product to conform to the above warranty. Buyer will pay for shipping of any non-conforming Product to Seller and Seller will pay for return shipping to Buyer. Seller is not liable under this warranty, and any Seller warranty is void, to the extent that: (i) the Product is not maintained according to Seller's specifications; (ii) the Product fails, malfunctions, or is damaged as a result of improper handling, improper storage conditions (including, but not limited to, where applicable, temperature and humidity), installation, maintenance, removal, modification or repair; (iii) the non-conformity is caused by casualty, abuse, or improper use; (iv) the Product is altered other than by Seller or with Seller's express written approval; (v) the Product is installed, used, or configured other than as contemplated by the parties under the applicable Supply Agreement or at or in a place other than that contemplated by the parties under the applicable Supply Agreement; (vi) the Product is used, operated, or connected with a third-party good or service not expressly designated by Seller's documentation and specifications for the Product; or (vii) any failure results from a design, drawing, specification, instruction, or other information supplied by Buyer. If a complaint about non-conforming Products is unjustified, Seller may request reimbursement from Buyer for any and all costs incurred as a result of the unjustified complaint, and Buyer will reimburse and pay Seller for all such costs.

(b) Unless otherwise expressly stated in a Supply Agreement, the "Warranty Period" for the Products shall be 18 months from the date the Products are delivered to the carrier for delivery or the date Seller notifies Buyer of readiness for delivery of the Product, whichever is the earlier, except as may be otherwise prescribed by applicable law. The Warranty Period for Products provided as replacement parts or repaired under warranty will be the unexpired period of the original Warranty Period.

12. **Experimental or Pre-Commercial Products.** SELLER MAKES NO WARRANTY WHATSOEVER (i) WITH RESPECT TO ANY PRODUCT THAT IS DESIGNATED "EXPERIMENTAL," OR "PRE-COMMERCIAL" OR CARRIES AN "X" OR "Y" DESIGNATION IN ITS PRODUCT CODE OR THAT IS SUPPLIED BY SELLER AS SAMPLES OR PROTOTYPES TO TEST, OR (ii) WHERE ANY INFORMATION, DRAWING, DESIGN, SPECIFICATION OR INSTRUCTION PROVIDED BY BUYER IS INCORRECT.

13. **Product Returns.** Buyer may not return any Product unless Seller approves in writing the return. Upon Seller's request, Buyer will provide to Seller samples of Products alleged by Buyer to be eligible for return. All return documentation must contain Seller's Returned Materials Authorization ("RMA") number. Seller may refuse returned shipments not approved by Seller or not properly identified. The request for return approval must include serial number, part number, lot number, and date code (each as applicable), and full identification of Products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Buyer retains title and assumes all risk of loss relating to Products returned for repair or replacement until Seller completes repair or identifies Products as replacements.

14. **Disclaimers and Limitation of Liability.** EXCEPT AS EXPRESSLY DESCRIBED IN SECTION 11, ALL PRODUCTS, GOODS AND SERVICES DELIVERED UNDER ANY SUPPLY AGREEMENT ARE SUPPLIED "AS IS" AND WITH ALL FAULTS. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, GOODS OR SERVICES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN ANY SUPPLY AGREEMENT OR OTHERWISE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, PRODUCTION INTERRUPTION COSTS, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY: BY (a) THE USE OR SALE OF ANY PRODUCTS, GOOD OR SERVICE BY BUYER OR ANY CUSTOMER OR SUCCESSOR HOLDER (INCLUDING, BUT NOT LIMITED TO, ANY END USER) OF ANY PRODUCT, GOOD OR SERVICE; (b) THE PERFORMANCE OR FAILURE OF SELLER TO PERFORM UNDER THESE TERMS; (c) ANY OTHER ACT OR OMISSION OF SELLER; OR (d) ANY OTHER CAUSE. IN NO EVENT WILL SELLER'S TOTAL LIABILITY TO BUYER FOR ANY CLAIM EXCEED THE SUM PAID TO SELLER BY BUYER FOR THE PRODUCTS, GOODS OR SERVICES SUPPLIED UNDER THE SUPPLY AGREEMENT FROM OR RELATED TO WHICH THE CLAIM ARISES. THESE LIMITATIONS OF LIABILITY APPLY NOTWITHSTANDING THAT THEY CAUSE ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE AND NOTWITHSTANDING THAT SELLER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION MAY BE BROUGHT BY BUYER FOR ANY BREACH OF THESE TERMS, A SUPPLY AGREEMENT OR ANY OTHER AGREEMENT MORE THAN ONE YEAR AFTER THE EARLIER OF (i) THE ACCRUAL DATE OF SUCH

CAUSE OF ACTION, OR (ii) SELLER'S DELIVERY OF THE PRODUCTS TO THE CARRIER. SELLER DOES NOT EXCLUDE OR LIMIT ITS LIABILITY (IF ANY) FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THE COMPANY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

15. **Indemnification.**

(a) **By Buyer.** Buyer will defend, indemnify, and hold harmless Seller and its employees, officers, directors, agents, affiliates, successors and assigns ("Seller Indemnitee") from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' and other professional fees) whatsoever ("collectively, the "Claims") that are incurred by or made against any Seller Indemnitee that arise out of or result from: (i) any Buyer breach of any obligation in a Supply Agreement, these Terms (including but not limited to Section 18) or any other agreement between the parties; (ii) the acts, omissions, negligence or misconduct of Buyer; or (iii) any claim by any successor holder (including, but not limited to, any end user or customer of Buyer) of any of the Products or any other person or entity related to the Products sold by Seller, or the purchase, installation, or use of such Products, or any undertakings, acts or omissions relating to such Products to Buyer. Without limiting the foregoing, Buyer also will defend, indemnify, and hold harmless Seller Indemnitee from any Claims that are incurred by or made against any Seller Indemnitee that arise out of or result from: (1) Products produced by Seller in accordance with designs, drawings, specifications, instructions, or other information supplied by Buyer, including without limitation Claims that Products infringe upon any intellectual property right (including but not limited to, copyrights, patents, trademarks, trade secrets, mask work, registered designs, software, or other intellectual property right of Seller); or (2) any non-conformance or defects in Products due to faults or omissions in such designs, drawings, specifications, instructions, or other information supplied by Buyer.

(b) **By Seller.** Seller will defend, indemnify, and hold harmless Buyer and its employees, officers, directors, agents, affiliates, successors and assigns ("Buyer Indemnitee") from and against any and all Claims whatsoever that are incurred by or made against any Buyer Indemnitee that allege that the Products, or their use by a Buyer Indemnitee as provided in a Supply Agreement infringe upon a copyright or patent of a third party. Seller's obligations under this Section 15(b) will not apply to any Products, goods or services: (i) not supplied by Seller; (ii) used in a manner not expressly authorized by a Supply Agreement or the applicable documentation; (iii) to the extent made or modified in accordance with Buyer's specifications or instructions; (iv) to the extent that the alleged infringement or misappropriation results from any customizations, modifications, alterations or changes not developed by Seller; (v) combined with other Products, goods, services, processes, or materials where the alleged infringement would not exist but for such combination; (vi) that is not the most current update, version, or release if infringement would have been avoided by use of the most current update, version, or release and Seller makes the same available to Buyer; (vii) where Buyer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement; or (viii) to the extent that the rights of any third party asserted with regard to Products, goods or services arise out of, or are connected with, claims (whether based in patent law or otherwise) to inventions, technologies, or methods that were in widespread unlicensed use by third parties as of the time the good or service was delivered to, or used by, Buyer or any affiliate of Buyer. Buyer will promptly give to Seller notice of, and all pertinent information related to, any Claim that might or does lead to an indemnification obligation and will, at Seller's request, grant to Seller exclusive control of the defense and/or settlement of any such claim, suit, or cause of action, subject only to Buyer's consent (not to be unreasonably withheld, delayed, or conditioned) with respect to any settlement that purports to bind a Buyer Indemnitee where the settlement involves injunction or any admission of fault or liability by the Buyer Indemnitee.

16. **Fail-Safe or Critical Operations.** Seller's Products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous or critical environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems, or other application in which the failure of a Product could lead to death, personal injury, or severe physical or environmental damage. Buyer will not use or permit to be used the purchased Products for such fail-safe or critical applications, and further agrees to indemnify Seller and its employees, officers, directors, agents, affiliates, successors and assigns against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' or other professional fees, arising out of any breach of Buyer's obligations in this Section 16.

17. **Confidentiality.** Buyer will, notwithstanding that any Supply Agreement may have terminated, keep in confidence and prevent the disclosure to any person all information and data disclosed to it by Seller that is marked confidential or by its nature ought to be considered confidential, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, research and development and other documents prepared by Seller in connection with the Products or a Supply Agreement. Notwithstanding the foregoing, Buyer will not be liable for disclosure of any confidential information if the same: (a) is or becomes readily ascertainable by the public by proper

means without breach by Buyer of any obligation to Seller of confidentiality; (b) is disclosed with the prior written approval of Seller; or (c) becomes known to Buyer from a source other than Seller without breach of these Terms by Buyer or breach by the source of any obligation of confidentiality. Seller will have no obligation of confidentiality or non-use with respect to information that Seller receives from Buyer unless such obligations are established in a separate written confidentiality agreement signed by Seller.

18. **Intellectual Property.** Except as expressly and particularly set forth in a separate written agreement signed by Seller, Buyer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, mask work, registered design, software, or other intellectual property right of Seller or that Seller creates, originates, discovers, or reduces to practice, or in which Seller acquires authorship or other rights (collectively, "IPR"), whether in consequence of these Terms, any Supply Agreement, any transaction or dealing between Seller and Buyer, or otherwise. Seller reserves all such IPR rights to itself. The parties acknowledge that, absent a specific and separate written and signed agreement between the parties expressly granting rights to Buyer, no Supply Agreement is intended to require that Seller perform any development work for Buyer or create for Buyer any work of authorship, invention, or other matter in which proprietary rights exist. Any and all IPR materials shall be returned by Buyer to Seller on demand, be treated as confidential, and not be used, copied, or disclosed to any third party without Seller's prior written consent. No right or license is granted to Buyer under any IPR except the right to use the Products in the ordinary course of Buyer's business.

19. **Export Controls.** Unless an appropriate license, exemption or similar authorization has been duly obtained, Buyer shall not, nor shall Buyer authorize or permit its employees, agents, successors or assigns to, export or re-export any Products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Buyer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Buyer agrees and acknowledges that, to the extent applicable, these commodities and/or technology will be/were exported from the United States or other country of origin solely in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited.

20. **End-of-Life Disposition.** Buyer will, or will require Buyer's successor owner of the Product(s) to, at Buyer's or the successor's own expense, properly dispose of the Products according to any applicable law.

21. **Governing Law; Jurisdiction; Venue; Severability; JURY WAIVER.** These Terms and all Supply Agreements will be governed by and construed in accordance with the law of the State of Michigan without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of Michigan sitting in Livingston County, Michigan or the United States District Court for the Eastern District of Michigan and Seller and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of any Supply Agreement is illegal or unenforceable, such provision will be reformed to, insofar as is possible, permit it to confirm with applicable law and, in any case, the remaining provisions will continue in full force and effect. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THESE TERMS OR A SUPPLY AGREEMENT.**

22. **Use of Products.** Buyer shall use, and require its employees, contractors, and agents to use, all available safety precautions, in addition to any specifically set forth in any manuals, material safety data sheets, technical data sheets, instruction sheets, if any, furnished by Seller (or available from raw material suppliers) relating to Seller's Products. If Buyer does not receive any required material safety data sheets for any Product from Seller, Buyer will request them from Seller. If Buyer fails to strictly observe each and every one of the obligations set forth in this Section 22 or if Buyer's use of any of Seller's Products is in violation of any standard or rule of the American National Standards Institute or Occupational Health and Safety Act, or other applicable workplace law, regulation, or standard, Buyer will indemnify, defend, and hold harmless Seller and any Seller Indemnitee from and against any and all claims, demands, damages, actions, and causes of action, as well as any and all liability, loss, or expense of any kind (including reasonable attorneys' and other professional fees) arising from, connected with or in any way pertaining to any such failure by Buyer.

23. **Notification.** Buyer will notify Seller promptly, and in any event within 30 days, after any accident or failure involving Seller's Products that results in personal injury or damage to property and shall cooperate fully with Seller in investigating and determining causes of such accident or failure.

24. **Attorneys' Fees and Costs.** Buyer will pay Seller's reasonable attorneys' fees, other professional fees, and all other costs and expenses for any legal or equitable action undertaken by Seller to enforce these Terms or the provisions of any Supply Agreement.

25. **Errors.** Any and all typographical or clerical errors made by Seller in these Terms, in Seller's Quotations or communications, or any Supply Agreement are subject to correction by Seller.

26. **Force Majeure.** Seller will not be liable for, and shall be excused from, failure to deliver (or failure to perform any agreement obligations), or for delay in delivery of, the Products to the extent arising out of or related to causes beyond its reasonable control (each, a “Cause”), including, without limitation, to the following: acts of God or of the public enemy, acts of any governmental authority (whether orders or recommendations), fires, floods, earthquakes, natural disasters, other casualties or catastrophes, severe weather, pandemics, epidemics, infectious diseases, mandatory or recommended quarantine restrictions, strikes, lock-outs, labor disputes or shortages of labor (for any reason), embargoes, wars, riots, civil commotion, shortage of rail cars or semi-tractors and trailers, delays in transit, unavailability of transportation services, supplier or sub-seller to Seller disruptions or insolvencies, or inability or commercial impracticability to secure necessary materials (whether at all or at commercially reasonable prices or whether at Seller’s operations or at the operations of a supplier or sub-seller to Seller). In no event will Seller be liable for any loss or damage, including in particular, direct, incidental, indirect, special, punitive or consequential damages, loss of profits or revenue, or production interruption costs, due to any failure to deliver or delay in delivery. This Section 26 excuses Seller’s delivery and performance obligations arising out of or related to a Cause even where a Cause is foreseeable at the time a Supply Agreement or other agreement between the parties is formed. If Seller is wholly or partially unable to perform because of any Cause beyond its reasonable control, Seller may allocate production and deliveries among Seller’s customers or may terminate the Supply Agreement, each in Seller’s sole discretion, without any liability to Buyer. Notwithstanding the occurrence of a Cause, Buyer shall pay Seller in full for Products delivered.

27. **Remedies Cumulative.** All rights and remedies of Seller under these Terms and any Supply Agreement are cumulative. No pursuit or receipt by Seller of any particular remedy will constitute an exclusive election of remedies and Seller will have the benefit of all remedies available at law, in equity, or otherwise.

28. **Third Parties.** Except for the indemnitees under the indemnification obligations contained in these Terms (each of whom is an express third-party beneficiary of such indemnification obligations), there are no third-party beneficiaries of any right or obligation under these Terms or any Supply Agreement.

29. **Third-Party Terms.** Under no circumstances will Seller be obliged or liable to Buyer or to any third party with respect to any representation, warranty, covenant, duty, or liability to any third party, whether as part of a “directed sourcing” arrangement or otherwise. Without limiting the foregoing, Seller expressly disclaims and rejects any obligation of any kind to comply with any terms or conditions of Buyer’s direct or indirect customer(s), regardless of any obligation to such persons taken on by, and/or imposed upon, Buyer and regardless of whether Seller is aware of any such requirement upon Buyer. Seller will be liable to any third party, if at all, solely according to such separately negotiated, written, and signed agreement, if any, only if Seller actually negotiates and executes the same with such third party.

30. **Certification.** If, and to the extent that, Seller expressly agrees to meet ISO 9001:2015 or IATF 16949:2016 (Sec. 8.4.2.3) requirements in a writing signed by Seller, Seller may elect to perform an annual second-party audit process conducted by qualified auditor and such process will, as between Buyer and Seller, satisfy any requirement for certification.

31. **Headings; Interpretation.** The headings in these Terms are inserted for convenience only and shall not constitute a part hereof. Wherever from the context in these Terms it appears appropriate, the term “or” will be deemed to include the term “and.” When used in these Terms, “including” means “including without limitation” and terms defined in the singular include the plural and vice versa. If there is a conflict between or among these Terms, a Supply Agreement, or any other agreement between the parties, the following order of precedence shall apply: (i) these Terms, (ii) the Supply Agreement, and (iii) any other agreement signed by the parties.

32. **Cross-Default.** Any default by Buyer under any other agreement to which Seller or any Seller affiliate is a party will be a default by Buyer under these Terms and of each Supply Agreement.

33. **Entire Agreement.** These Terms, together with any specific terms contained in any Supply Agreement, any separate written and signed agreement, and any separate written confidentiality agreement between the parties, embody the entire agreement between the parties with regard to the subject matter hereof and thereof and supersede all other prior agreements between the parties with regard to such subject matter. Neither these Terms nor any Supply Agreement may be modified, except in writing and signed by the party against whom enforcement is sought.

34. **Survival.** Subject to the limitations and other provisions of these Terms: (i) the representations and warranties of the parties contained herein shall survive the expiration, termination or cancellation of a Supply Agreement (each an “Ending”); and (b) Sections 11 through 18, 21, 22, 24, 25, and 32, and any other provision in these Terms that, in order to give proper effect to its intent, should survive such expiration, termination or cancellation, shall survive the Ending of a Supply Agreement.

TERMS AND CONDITIONS OF PURCHASE

1. **Supply Agreement, Offer and Acceptance.** Each purchase order that Asahi Kasei Plastics North America, Inc. or its affiliates (in either case, "Buyer") issues (each a "Purchase Order"), together with these Terms and Conditions of Purchase (these "Terms"), is Buyer's offer to purchase the goods ("Goods") and services ("Services") identified in that Purchase Order from the supplier identified therein ("Seller"). Each Purchase Order, together with (a) any specifications, drawings, quality requirements, notes, releases, delivery schedules, and instructions issued by Buyer and the Supplier Quality Assurance Manual issued by Buyer, (b) any requirements of Buyer's customer, (c) these Terms, (d) any documents attached to or specifically incorporated by reference into the Purchase Order or these Terms by Buyer, and (e) any other agreement related to the applicable Goods and/or Services signed by an authorized representative of Buyer, are, collectively, a "Supply Agreement." All sales by Seller to Buyer are conditional on Seller's assent to the terms of the Supply Agreement exclusively and without regard for any Seller-proffered terms or conditions. If these Terms are first tendered by Buyer to Seller before Seller tenders Seller's terms and conditions to Buyer, these Terms are in lieu of any terms and conditions later submitted by Seller and Buyer rejects all additional or different terms and conditions of Seller, whether confirmatory or otherwise. If Buyer tenders these Terms after the tender by Seller of other terms and conditions, whether as part of a Seller-generated document, or otherwise, then Buyer's acceptance of any offer by Seller associated with Seller's terms and conditions is expressly conditioned upon Seller's acceptance of the Supply Agreement, including these Terms, exclusively and to the exclusion of any proffered Seller terms or conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms proffered by Seller. Without limiting the generality of the foregoing and in all circumstances, Buyer rejects Seller's quotations, purchase order acknowledgements, invoices, or any other Seller documents (collectively, "Seller Documents"), to the extent that Seller Documents contain terms additional to, or different from, or in conflict with, the Supply Agreement. If Seller fails to object to these Terms in writing within ten days after receipt of a Purchase Order, Seller is deemed to have accepted these Terms, and the Supply Agreement, exclusively. Seller's confirmation or acknowledgement of a Purchase Order, these Terms, or a Supply Agreement, Seller's commencement of performance of any work related to Goods or Services, Seller's tendering of Goods or Services ordered, or any conduct by Seller recognizing the existence of a binding contract pertaining to Goods or Services, also constitute Seller's acceptance of these Terms, and of the Supply Agreement, exclusively. For the avoidance of doubt, the issuance of any Seller Document constitutes acceptance of these Terms, and of the Supply Agreement, but Seller Documents are not part of any Supply Agreement and do not constitute binding agreements. Any Supply Agreement, or other Buyer document, that incorporate these Terms by reference, shall be deemed to include these Terms, whether or not Buyer provides a complete copy of these Terms to Seller.

1.1 **Quantity.** The quantity of Goods or Services for each Supply Agreement shall be as specified by Buyer in a Purchase Order or a separate written agreement signed by Buyer's authorized representative, or if no such quantity is specified or if "blanket" or similar language is specified, then the Supply Agreement is a requirements contract under which Seller is required to supply Buyer's requirements of the Goods or Services with such requirements stated in Buyer's firm releases or other firm delivery schedules (collectively, the "Releases") issued to Seller from time to time. Buyer may change the rate or timing of scheduled shipments of Goods, or direct temporary suspension of scheduled shipments, in its reasonable discretion, neither of which entitles Seller to modify the price for Goods. Buyer may list multiple Goods on one Purchase Order for its convenience, and in such case Buyer's requirements for production, shipping, inspection and acceptance will apply to each individual Good, as though each individual Good was submitted in its own Purchase Order, unless Buyer directs otherwise.

1.2 **Volume Projections.** Buyer may provide Seller with forecasts or projections of its anticipated future requirements for Goods (collectively, the "Forecasts"). All Forecasts are for informational purposes only, are not stated estimates for requirements contracts, do not express Buyer's intent to purchase any minimum of Goods, and are not a commitment by Buyer to purchase any particular quantity of Goods.

2. **Invoices; Payment Terms.** Seller must submit invoices plainly marked with Buyer's applicable Purchase Order number, and in compliance with any other Buyer instructions which may change from time to time in Buyer's sole discretion ("Correct Invoices"). Seller must submit a Correct Invoice within 60 days after its provision of the Goods and/or Services to Buyer to which such invoice applies, or Buyer waives its right to payment. If an invoice contains quantities or prices greater than the ones reflected on a Supply Agreement, or terms which conflict with any terms of a Supply Agreement, the invoice is not a Correct Invoice and Buyer has no obligation to pay such invoice. Except as otherwise expressly stated in a Purchase Order, and subject to the Buyer Setoff Rights in Section 2.1, Buyer will pay all undisputed amounts under a Correct Invoice within net 60 days after receipt of both: (a) a Correct Invoice; and (b) conforming Goods and/or Services to which the Correct Invoice applies.

2.1 **Buyer Setoff Rights; Waiver of UCC Sec. 2-607(3)(a) Notice.** In addition to any right of setoff or recoupment provided by applicable law, all amounts due Seller will be considered net of indebtedness of Seller and its affiliates or subsidiaries ("Seller Parties") to Buyer and its affiliates or subsidiaries ("Buyer Parties"). Buyer may set off against or recoup from any payment or other obligation owed to one or more Seller Parties, in whole or in part, any amounts due to one or more Buyer Parties from Seller or another Seller Party ("Buyer Setoff Rights"). Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer. The Buyer Setoff Rights also apply to any obligations of Seller Parties to Buyer Parties that are disputed, contingent or unliquidated ("Disputed Obligations"). Further, in the event that Buyer reasonably feels itself at risk, Buyer may in its sole discretion withhold and recoup a corresponding amount due Seller Parties to protect against such risk. Buyer has no obligation to pay Disputed Obligations unless (a) Buyer signs a writing agreeing to pay, or (b) Buyer is ordered by a court to pay. Seller waives any right to receive notification of breach pursuant to UCC Sec. 2-607(3)(a), or any other similar rule of law.

3. **Pricing.** Except as provided by Section 3.1 and Section 18, the prices contained in each Purchase Order are firm prices that are not subject to change, regardless of prices for materials, labor, storage, handling, shipping, packing costs, packaging costs, labeling, overhead, changes in order volume, development costs, or any other causes. For the avoidance of doubt, under no circumstances will UCC Sec. 2-615, commercial impracticality, frustration of purpose, or any other similar rule of law, be construed to permit any change in pricing. Unless otherwise expressly stated on a Purchase Order, the prices are inclusive of all packing, packaging and freight to the specified delivery point; applicable taxes and other government charges (including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges), all of which shall be the sole responsibility of Seller.

3.1 **Most Favored Customer Pricing.** Seller represents and warrants to Buyer that the prices and terms stated in any Supply Agreement are at least as favorable to Buyer as any prices and/or terms that Buyer offers or provides to any other customer of Buyer for each good and service that is similar to the Goods and Services. If and when Seller offers or provides to any third party prices and/or terms that are more favorable than the prices and/or terms with respect to a Good or Service under any Supply Agreement, Seller will immediately notify Buyer of such more favorable price(s) and/or term(s) and give to Buyer the more favorable price(s) and/or term(s).

4. **Taxes.** Buyer will not be liable to Seller for, and Seller may not collect from Buyer, any taxes associated with the provision or receipt of the Goods and/or Services other than taxes imposed by a governmental unit that expressly requires Seller to collect such taxes from Buyer. Whenever federal, state, or local taxes are charged or collected, Seller must list taxes separately on each invoice.

5. **Shipping Terms.** Unless otherwise expressly stated in a Purchase Order, all prices are F.O.B. (UCC Sec 2-319) Buyer's plant for orders shipped within the United States and DDP (Incoterms 2010) Buyer's plant for orders shipped internationally.

6. **Packing; Containers.** Seller will plainly mark all containers, crates, boxes, and packages with Buyer's Purchase Order number and include packing lists with all shipments. The packing list for the last shipment for a particular order must conspicuously bear the notation "Order Completed" or another notation to that effect. Failure to properly mark purchased Goods will delay payment until Buyer receives proper documentation.

7. **Deliveries.** Time is of the essence in all of Seller's performances under any Supply Agreement. If Seller fails to timely deliver any Goods or Services provided for in a Supply Agreement, Buyer may, among its other remedies, (a) require that Seller ship by express or other more rapid means of delivery, any additional expense to be paid by Seller, or (b) cancel all or any part of the applicable Supply Agreement, including any Releases. If, by reason of Seller's failure to make deliveries as or when specified, Buyer finds it necessary to use other articles or material in place of those covered by a Supply Agreement, Seller will pay Buyer whatever expense, loss, or damage Buyer sustains by reason thereof. Seller will promptly give notice to Buyer of any fact or circumstance of which Seller is aware or of which Seller could, with reasonable diligence, be aware, that could reasonably be expected to delay any delivery of Goods or Services under any Supply Agreement. Seller may not ship excess quantities unless expressly authorized by Buyer in a writing signed by Buyer's authorized representative. If Seller ships unauthorized excess quantities, Buyer may ship the same back to Seller FOB Buyer's location or, if Buyer retains the unauthorized excess quantities, Seller will reimburse Buyer for the reasonable costs of storing any unauthorized excess quantities delivered and, in any case, risk of loss to the Goods will remain with Seller. Buyer need not perform incoming inspections of any Goods or Services and Seller waives any right to require Buyer to conduct any such inspections.

8. **Quality Programs.** Seller will participate in Buyer's supplier quality and development program(s), if any, and comply with all quality requirements and procedures that Buyer specifies from time to time.

9. **Inspection; Acceptance.** All Goods and Services, and the facilities at which Seller manufactures, processes, or provides the same, are subject to inspection and/or test at any reasonable time or place, and in any quantity by Buyer or Buyer's direct or indirect customer(s). If any such inspection and/or test is made on Seller's premises or the premises of Seller's subcontractor(s), Seller will furnish, without additional charge, all reasonable facilities and assistance required by the inspectors. Such inspections and/or tests shall not relieve Seller of the obligation to make full and adequate inspections and tests. Buyer's payment, inspection or the lack thereof, or lack of response shall not (a)

constitute acceptance by Buyer of any Goods or Services, (b) in any way release Seller from any of its responsibilities in connection with any latent or apparent non-conformities or defects of the Goods or Services, or (c) limit or impair Buyer's rights or remedies in connection with nonconforming or defective Goods and/or Services. If a Good or Service is defective, the Buyer or its customers may reject such Goods and/or Services or require their replacement or correction. Buyer may return, and Seller will reimburse Buyer for, all rejected Goods or Services, with such reimbursement amount being at Seller's invoice price plus all transportation charges and handling expenses and any other costs associated therewith. Buyer may, or may cause a third party to, rework, repair, or correct, any Goods or Services that fail to conform to the warranties contained in these Terms and Seller shall bear all costs thereof. Buyer may reject all Goods and Services if any of the Goods or Services do not conform to the warranties contained in these Terms and Buyer will have no obligation to reject only commercial units of the Goods or Services.

10. **Warranties.** In addition to any other express or implied warranties provided by law or in equity, Seller represents and warrants to Buyer, its successors and assigns, and to each of Buyer's direct and indirect customers and end users, during the entire Warranty Period (defined below): (a) that the Goods and Services (including all replacement or corrected Goods and Services) will conform strictly to the specifications, drawings, samples or descriptions furnished to or by Buyer; (b) that the Goods and Services are new and of good quality and workmanship; (c) that the Goods and Services will be free of defects in design (even if the design was provided by or approved by Buyer), materials, or manufacture; (d) that the Goods and Services will be merchantable; (e) that the Goods and Services will be fit for the particular purposes intended by Buyer and/or Buyer's direct and indirect customers; (f) that the Goods and Services will comply with all applicable environmental, occupational, safety, health and other laws, rules, and regulations applicable to the design, function, or use of the Goods and/or Services in any jurisdiction of which Buyer informs Seller; (g) any Goods that are reasonably likely to go to an end user's hands in substantially the same form as when delivered to Buyer will have attached all warning labels, tags, or other notices necessary to avoid a failure-to-warn claim of product liability with respect to the Goods; and (h) neither the Goods nor the Services, nor their possession or use by any Buyer Indemnitee (defined below) as contemplated by a Supply Agreement or as implied by the nature or character of the Goods and Services, will infringe upon, violate, or misappropriate any intellectual property, contract, or other right of a third party. Seller shall immediately notify Buyer of any errors in specifications or drawings provided by Buyer to the extent that Seller is aware of the same or that a reasonably skilled manufacturer, provider, or merchant of goods and services of the kind should have discovered. Seller further warrants that it has merchantable title to all Goods and that Seller will deliver all Goods free and clear of liens and encumbrances. Services shall be performed by Seller in a timely, professional, and workmanlike manner, in accordance with the highest standards in the industry.

10.1. **Warranty Period.** The duration of Seller's warranties ("Warranty Period") will begin on the date the Goods or Services are accepted by Buyer and end on the later of: (a) the date upon which the duration of warranties offered by the Buyer's customer, into whose goods or services the Goods or Services are incorporated, ends; (b) the date upon which the warranty offered to the end-user of products into which the Goods or Services are incorporated, ends; (c) the date upon which any warranty required by applicable law ends; or (d) four years from the date Buyer accepts the Goods or Services.

11. **Hazardous Materials.** If any Goods are, or contain, materials that are identified by any workplace health or safety or environmental law as hazardous, Seller will prominently label the Goods as such and will provide to Buyer, before delivery or concurrently with delivery, all material safety data sheets and any other information necessary to handle and store the Goods safely.

12. **Indemnification.** "Buyer Indemnitee" means each of Buyer and Buyer's equityholders, directors, managers, officers, employees, agents, and direct and indirect customers. "Liabilities" means any claims, suits, actions, demands for injury or death of persons, property damage, economic loss, all costs related to recall campaigns corrective service actions or other voluntary or involuntary actions in which Buyer is required to participate because of the Goods, Intellectual Property Right claims (defined below), damages, losses, liabilities, penalties, fines, costs, expenses (including reasonable legal and other professional fees), and costs of settlement, judgment or verdict incurred by or demanded of a Buyer Indemnitee (and for each, regardless of whether the claim or demand arises under tort, contract, strict liability, or other theory). Seller will indemnify, defend, and hold harmless Buyer Indemnitees from and against any Liabilities and will reimburse Seller for all Liabilities (regardless of whether Buyer contributed to the Liabilities) that are incurred by or made against Buyer Indemnitees to the extent caused or alleged to have been caused by any of the following: (a) Goods or Services; (b) defective design, manufacture, or provision of Goods or Services; (c) Seller's performance under a Supply Agreement; (d) Seller's willful or negligent acts or omissions in its performance under a Supply Agreement; (e) Seller's breach of, or non-performance under, a Supply Agreement; or (f) any other fact that, if true, would be, or be evidence of, a breach by Seller of the Supply Agreement, or of any warranty under a Supply Agreement or the law. Seller's indemnification obligations include Liabilities between the parties.

13. **Insurance.** Seller will procure and maintain insurance reasonably satisfactory to Buyer covering Seller's liability for the items for which Section 12 requires Seller to indemnify the Buyer Indemnitees. Seller further agrees to furnish an insurance carrier's

certificate showing that Seller has adequate insurance coverage in the following minimum amounts. Workers' compensation - statutory requirements for state(s) in which work is to be performed; employer's liability - \$1,000,000.00; general liability - bodily injury \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate; automobile liability - bodily injury \$250,000.00/500,000.00 and property damage \$1,000,000.00. Said certificate must set forth the amount of coverage, number of policy and date of expiration. Seller will cause Buyer to be named as additional insured on each such policy insurance and will cause the insurer(s) to give to Buyer at least 30 days' notice of any expiration, termination, or reduction of such insurance. For the avoidance of doubt, nothing in this Section 13 will reduce Seller's obligations under Section 12 or require that Buyer limit its recovery to the benefit of, or proceeds of, any insurance.

14. **Intellectual Property Rights.**

(a) **Buyer's Intellectual Property.** Buyer does not by these Terms or any Supply Agreement transfer to Seller any right in any idea, invention, improvement, new and useful process, machine, manufacture, or composition of matter, new and useful improvement thereof, novel ornamental design of a functional item, work of authorship, patent, trade secret, trademark, service mark, copyright, mask work, know-how, registered design, software, or other intellectual property right ("Intellectual Property Right") of Buyer contained in information, documents, or property that Buyer makes available to Seller under a Supply Agreement or otherwise, other than the right to use Buyer's Intellectual Property Rights to produce and supply Goods and Services solely to Buyer.

(b) **Seller's Intellectual Property.** Seller grants to Buyer an irrevocable, paid-up, royalty-free, non-exclusive, non-transferrable, worldwide right and license to (i) repair, rebuild, reconstruct, and relocate the Goods, and (ii) use and have used Seller's Intellectual Property Rights to obtain from alternate sources products and services similar to the Goods and Services, without payment of any royalty to Seller.

(c) **Intellectual Property Rights Generated in Performance of Supply Agreement.** If Seller, in the course of performance under a Supply Agreement, creates, discovers, invents, generates, or reduces to practice anything in which Intellectual Property Rights arise or exist, Seller will immediately (i) give notice to Buyer of the creation, discovery, invention, or work of authorship and the Intellectual Property Rights therein, (ii) assign to Buyer all such Intellectual Property Rights, and (iii) cooperate with Buyer (including, but not limited to, by making available Seller personnel to assist in prosecution of such rights), at Buyer's expense for reasonable out-of-pocket costs, in prosecuting, securing, registering, and perfecting such rights in Buyer.

(d) **Infringement.** Without limiting Seller's Section 12 obligations, Seller will indemnify, defend, and hold harmless each Buyer Indemnitee from and against all claims, suits, actions, liabilities, losses, damages, penalties, interest, costs, and expenses, including reasonable legal and other professional fees, arising out of, or relating to, any actual or alleged infringement by the Goods or the Services (or the possession or use thereof by any direct or indirect customer of Buyer) of a third-party Intellectual Property Right, contract right, or other right. Seller will investigate any Intellectual Property Right allegations, claims or demands at its sole expense and will provide all information related to the investigation to Buyer. Seller expressly waives any claim against Buyer Indemnitees that any Intellectual Property Right allegations, claims or demands arose out of compliance with the Buyer Indemnitees' specifications or instructions.

15. **Compliance with Law.** In the performance of all Supply Agreements, Seller will comply with all federal, state, and local laws, ordinances, rules, orders, regulations or requisitions that are applicable to each Supply Agreement and/or to Seller. Seller will, upon Buyer's request, furnish to Buyer such certificates of compliance with the same, including, but not limited to, Buyer's or its customers' environmental requirements, and in such form, as Buyer from time to time requires.

16. **Licensure; Permits.** Where a rule of law requires that the seller or provider of Goods or Services possess any license or permit in order to do so, Seller will, at all applicable times, procure and maintain such licenses and/or permits. Where Goods or Services are to be delivered or rendered on Buyer's premises (including, but not limited to, in the case of construction on, or alteration of, real property, or installation requiring a building or similar permit), Seller will apply for, and cause to be issued (whether to Buyer, Seller, or otherwise), such permits as are required to provide the Goods and Services as required.

17. **Activities at Buyer's Facilities.** Seller will cause each agent of Seller who enters any facility of Buyer to comply with all workplace rules and security requirements of Buyer.

18. **Changes.** Buyer has the right at any time to make changes to drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or requirements prescribed in the Supply Agreement as to any Goods or Services. If any actual, verified difference in cost to Seller results, the applicable price(s) will be equitably adjusted, after audit and verification by Buyer, provided that Seller makes a written claim for adjustment within 10 days after first receiving the proposed changes. Buyer has the right to audit all relevant records, facilities, work, and materials of Seller to verify any price adjustment claim. The amount of a price adjustment, if any, will be determined by Buyer in its sole discretion.

19. **Term and Termination.**

- (a) **Term.** Each Supply Agreement will commence when acceptance occurs under Section 1 and will remain in effect (i) for the term specified in the Supply Agreement, or (ii) if no term is specified then until all Goods ordered in the Supply Agreement are delivered to and accepted by Buyer, in each case unless earlier terminated or cancelled by Buyer pursuant to this Section 19 or the law.
- (b) **Termination for Convenience.** Buyer may, at its option, terminate the Supply Agreement, in whole or in part, for any reason by giving written notice (of not less than 30 days) to Seller. Buyer will not be liable to Seller, for any reason, beyond the Purchases (defined below) listed in Section 19.2. Seller may not terminate the Supply Agreement for convenience or any other reason.
- (c) **Termination or Cancellation for Seller's Default.**
- (i) Buyer may cancel and terminate, in whole or in part, any Supply Agreement, immediately, by giving written notice, in the event that:
- (A) Seller becomes unable to pay its debts as they become due;
- (B) A receiver or similar custodian or agent is appointed for Seller or any material part of Seller's business;
- (C) Seller makes an assignment generally for the benefit of creditors;
- (D) Seller becomes entitled to demand adequate assurance of performance under UCC Sec. 2-609 and Seller fails to deliver to Buyer adequate assurance of performance by the earlier of the fifth day after such demand or, if shorter considering the circumstances, a reasonable time after demand; or
- (E) Seller materially defaults under any of its obligations under any Supply Agreement (whether the Supply Agreement that is the subject of termination or any other Supply Agreement) or any other agreement between Buyer and Seller and fails to cure such default within 10 days after receipt of notice of such default.
- (ii) If, after termination or cancellation for Seller's default, it is determined that Seller was not in default, the rights and obligations of the parties will be the same as if terminated by Buyer under Section 19(b).
- (iii) Any termination or cancellation under Section 19(c) will be without liability to Buyer, except for the Goods delivered or the Services performed by Seller and accepted by Buyer prior to termination or cancellation.
- (iv) In the event of termination or cancellation of a Supply Agreement or part thereof by Buyer for Seller's default, Buyer shall, in addition to termination and cancellation, have any and all other remedies available at law or in equity.

19.1. **Transition Support.** Upon termination or cancellation of a Supply Agreement by either Buyer or Seller, Seller: (a) will assist Buyer in locating an alternative source for the Goods and Services; (b) will assist Buyer in moving production of the Goods or performance of the Services to the alternate source selected by Buyer ("Alternative Source"); and (c) will continue compliance with the Supply Agreement, without premium or other conditions (to the extent and as may be requested by Buyer) until the Alternative Source commences production of Goods or performance of Services.

19.2. **Purchases; Service Materials.** If Buyer terminates or cancels a Supply Agreement under Section 19(b), then Buyer will purchase completed Goods in the possession of Seller at the applicable Supply Agreement price and work-in-process and raw materials in Seller's possession at Seller's actual cost, each up to the amount of firm Releases or firm quantities specified in a Purchase Order scheduled by Buyer to be delivered within the next 30 days. If Buyer terminates or cancels a Supply Agreement under Section 19(c) or for any other reason, or a Supply Agreement expires, then Buyer may, but is not obligated to and in its sole discretion, purchase completed Goods in the possession of Seller at the applicable Supply Agreement price and work-in-process and raw materials in Seller's possession at Seller's actual cost, up to the amount of firm Releases or firm quantities specified in a Purchase Order scheduled by Buyer to be delivered within the next 30 days (collectively, "Purchases"). For the avoidance of doubt, Buyer's payment obligations to Seller, resulting from any termination or cancellation, are subject to the Buyer Setoff Rights. For a period of ten (10) years after the termination or expiration of a Supply Agreement, Supplier will sell Goods to Buyer for service and replacement requirements, if requested, at the price for the Goods identified on the last Purchase Order issued by Buyer. Notwithstanding anything to the contrary in the prior sentence, beginning on the date that is three years after termination or expiration of a Supply Agreement, the price for the Goods may be adjusted to reflect any increase in Seller's actual costs of materials compared to just prior to the termination or expiration of the Supply Agreement, subject to Buyer's validation of such actual costs.

19.3. **Excusable Delay.** A delay or failure by either party to perform its obligations under a Supply Agreement will be excused and will not constitute a default to the extent: (a) caused by an unforeseen event or occurrence beyond the reasonable control of that party and without its fault or negligence, including acts of God or of the public enemy, acts of any governmental authority, fires, floods, earthquakes, natural disasters, other casualties or catastrophes, severe weather, pandemics, epidemics, infectious diseases, quarantine restrictions, embargoes, wars, riots, or civil commotion (collectively, a "Cause"); and (b) the party unable to perform gives notice of the nonperformance (including its anticipated duration) to the other party promptly (but in all circumstances no later than 3 days) after the event occurs. Each Supply Agreement

is subject to immediate change, modification, or suspension by Buyer, without liability, in the event of the occurrence of a Cause. Within 3 days after Buyer's written request, Seller must provide adequate assurances that the non-performance due to a Cause will not exceed 30 days. If Seller does not provide those assurances, or if the non-performance exceeds 30 days, then Buyer may terminate or cancel all or part of a Supply Agreement without any liability to Seller, notwithstanding anything to the contrary in a Supply Agreement, including these Terms. For the avoidance of doubt, Seller's financial inability to perform, labor strikes, labor shortages, lockouts or other labor disputes, changes in cost or availability of materials, components, services, or transportation, or subcontractor or supplier actions or contract disputes, will not excuse performance by Seller under theories of force majeure, commercial impracticability, frustration of purpose, or otherwise, and Seller expressly assumes these risks.

20. **Buyer Property; Bailment.** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, other property purchased by Buyer from Seller, furnished by Buyer to Seller, paid for by Buyer, or for which Buyer reimburses Seller ("Buyer Property") shall at all times be and remain the property of Buyer. BUYER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO BUYER'S PROPERTY AND PROVIDES BUYER'S PROPERTY "AS IS AND WHERE IS." Seller will not permit any third-party encumbrance or claim of any kind to attach to any Buyer Property. Seller will appropriately segregate Buyer Property and prominently mark and/or tag all Buyer Property as being the property of Buyer. Seller will, at its own expense, insure for the benefit of Buyer to its full replacement value, all Buyer Property in Seller's possession or control. Seller may not use any Buyer Property for any purpose other than Seller's performance of a Supply Agreement for Buyer and, in any case, Seller may not use any Buyer Property for its own benefit or the benefit of any third party. Seller may not move any Buyer Property from the initial Seller location to which the Buyer Property is delivered except on the express written and signed instructions of Buyer. Buyer may enter onto Seller's premises at any reasonable time to inspect and/or take possession of all Buyer Property and Seller's records with respect thereto. Seller will arrange with any landlord or other third party any access necessary to any premises over which any such third party may or does limit access. Upon receiving instructions from Buyer to deliver the Buyer Property to Buyer or Buyer's nominee, at any time, Seller shall deliver the Buyer Property as instructed. Seller will be liable to Buyer for all of Buyer's expenses (including reasonable attorney and other professional fees) arising out of Seller's refusal to timely and completely comply with this Section 20, including subparts. Upon completion of Supply Agreements or parts thereof or their cancellation or termination for whatever cause, Seller shall:

- (a) Hold and protect all Buyer Property pending instructions from Buyer as to disposition of the same, free of all charges for such service and storage; and
- (b) Upon receiving instructions from Buyer to deliver the Buyer Property to Buyer or Buyer's nominee, promptly deliver the Buyer Property as instructed.

21. **Labor.** Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current labor contract covering Seller's employees or the employees of Seller's principal suppliers that has not been extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 60 days of additional inventory of Goods, specifying the quantities of Goods required and any packaging and storage requirements, and Seller will comply with such direction by Buyer.

22. **Confidential Information.** Seller will keep in confidence and prevent the disclosure to any third party of all information and data disclosed to it by Buyer or that Seller learns from Buyer, in either case that is not readily ascertainable by the public by proper means, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, specifications, drawings, information about research and development, and other documents prepared by Buyer in connection with the Goods or Services or a Supply Agreement. Notwithstanding anything to the contrary in a Supply Agreement, the obligations of this Section 22 shall continue after the expiration, completion, termination or cancellation of a Supply Agreement.

23. **Time Limitation for Claims.** Any claim, suit, or action resulting from any breach on the part of Buyer under these Terms, under any Supply Agreement, or any other claims against Buyer arising out of or related to the Products or Services, must be commenced by Seller within the earlier of six months (a) after the cause of action has accrued, or (b) after Seller delivers the Products to, or performs the Services for, Seller, or be forever waived.

24. **Assignment; Third Parties.** Seller may not assign or subcontract its duties or responsibilities under any Supply Agreement without the prior written consent of Buyer. Buyer may freely assign its rights and obligations under any Supply Agreement or part thereof and, thereupon, Buyer will have no liability for any obligation that arises after the date of the assignment. Buyer may, at its option, permit one or more of its affiliates to purchase Goods or Services under any Supply Agreement, any such purchases by Buyer's affiliates will be solely for each Buyer affiliate's own account, and Buyer will have no liability for any breach by any Buyer affiliate with respect to such Buyer affiliate's purchases. All Buyer Indemnitees are express third-party beneficiaries of all indemnification obligations and warranties of Seller under these Terms and any Supply Agreement. There are no other third-party beneficiaries of any right or obligation under any Supply Agreement.

25. **Customs.** Transferable credits or benefits associated with Goods and/or Services purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will

provide Buyer with all information and records relating to the Goods and/or Services necessary for Buyer to (a) receive these benefits, credits, and rights, (b) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (c) claim preferential duty treatment under applicable trade preference regimes, and (d) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in a Supply Agreement, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. For all Goods and/or Services covered by these Terms or any Supply Agreement, Seller shall provide to Buyer, at Buyer's request from time to time, an up-to-date certificate of origin compliant with the provisions of the U.S. – Mexico – Canada Agreement (USMCA) or any similar treaty or rule of law.

26. **Government Supply Agreements.** If a Purchase Order identifies a government prime contract, the following clauses are hereby incorporated by reference. Equal Opportunity (E. O. 11246), 48 §§ CFR 52.222-26; Affirmative Action for Special Disabled and Vietnam Era Veterans (38 USC § 4212(a)), 48 CFR §§ 52.222-35; Affirmative Action for Handicapped Workers (29 USC § 793), 48 CFR §§ 52.222-36. Copies of these clauses are available on request.

27. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR (A) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, (B) DAMAGES IN EXCESS OF THE PRICE OF THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM, OR (C) ANTICIPATED OR LOST REVENUE, LOST PROFITS, OR INVESTMENT COSTS. THESE LIMITATIONS OF LIABILITY APPLY NOTWITHSTANDING THAT THEY CAUSE ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE AND NOTWITHSTANDING THAT BUYER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. Buyer's sole liability and Seller's exclusive remedies under a Supply Agreement (including its termination, expiration or cancellation) is to pay for the Goods in accordance with Section 19.2.

28. **Miscellaneous.**

- (a) **Choice of Law; Jurisdiction; Venue; JURY WAIVER.** These Terms and all Supply Agreements will be governed by and construed in accordance with the law of the State of Michigan without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of Michigan sitting in Livingston County, Michigan or the United States District Court for the Eastern District of Michigan and Seller and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THESE TERMS OR A SUPPLY AGREEMENT.**
- (b) **Equitable Relief.** Seller acknowledges that its breach of Supply Agreement obligations to deliver Goods or perform Services or to deliver Buyer Property to Buyer or Buyer's nominee as instructed, would cause irreparable damage to Buyer, including without limitation potential damage to Buyer's relationships and goodwill, the exact amount of which would be difficult to ascertain, and that the remedies at law and monetary damages for any such breach would be inadequate. If Seller breaches, or threatens to breach, a Supply Agreement, Buyer and its successors and assigns are entitled to injunctive or other equitable relief and/or a decree for specific performance, without the posting of any bond or other security, in addition to any other remedies it may have for damages or otherwise.
- (c) **Advertising.** Seller will not advertise or otherwise disclose to the public its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as is necessary in order to perform a Supply Agreement or as required by law.
- (d) **Audit Rights.** Seller will maintain, for not less than three years after completion of each Supply Agreement, records necessary to support amounts charged to Buyer

under such Supply Agreement. Buyer and its representatives may audit such records to the extent needed to verify that Seller's invoices and any payments to Seller are supported by the Supply Agreement. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit reveals material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.

- (e) **Relationship of the Parties.** Buyer and Seller are independent contractors, and nothing in a Supply Agreement makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.
- (f) **Waiver.** Buyer's failure to insist on performance of any obligation, or to exercise any right or privilege, or Buyer's waiver of any obligation, shall not thereafter be a waiver of other terms, conditions, rights, or privileges, or of the same terms, conditions, rights, or privileges on a different occasion.
- (g) **Severability.** If any provision of a Supply Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of a Supply Agreement or the validity or enforceability of that provision in any other jurisdiction.
- (h) **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery or (b) if given by nationally-recognized courier or mail service (in either case that has realtime or near-realtime tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service. The addresses for notice for each party are those on the Purchase Order, Attn: President and Legal Department. Either party may change its address for notice by giving to the other party notice of the change of address.
- (i) **Remedies Cumulative.** Each and every remedy of Buyer is cumulative and no exercise or pursuit by Buyer of any particular remedy will be deemed an election of that remedy exclusively. Attorneys' Fees and Costs. Buyer will pay Seller's reasonable attorneys' fees, other professional fees, and all other costs and expenses for any legal or equitable action undertaken by Seller to enforce these Terms or the provisions of any Supply Agreement.
- (j) **Drafting Party.** No rule that requires the construction of any language against the drafting party will apply to the construction of these Terms.
- (k) **Entire Agreement.** Each Supply Agreement constitutes the entire agreement between the parties with respect to its subject matter, and each Supply Agreement supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of that Supply Agreement, including, but not limited to, any Seller Documents unless Buyer specifically incorporates it into a Supply Agreement in a signed writing. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of any Supply Agreement will be binding unless in writing and signed by the party against which enforcement is sought.
- (l) **Survival.** Subject to the limitations and other provisions of these Terms: (i) the representations and warranties of the parties contained herein shall survive the expiration, termination or cancellation of a Supply Agreement (each an "Ending"); and (b) Sections 2, 2.1, 8, 10, 10.1, 12, 14, 15, 16, 19, 19.1, 19.2, 20, 22, 23, 27, 28, and any other provision in these Terms that, in order to give proper effect to its intent, should survive such expiration, termination or cancellation, shall survive the Ending of a Supply Agreement.
- (m) **Interpretation.** If there is a conflict between or among these Terms, the Purchase Order, and the documents specifically referenced in these Terms, the following order of precedence shall apply: (i) these Terms, (ii) the Purchase Orders and Releases, and (iii) any other documents specifically referenced in these Terms. If any terms and conditions contained in a Purchase Order conflict with any terms and conditions contained in these Terms, the terms of these Terms shall prevail. When used in these Terms, "including" means "including without limitation" and terms defined in the singular include the plural and vice versa.

TÉRMINOS Y CONDICIONES DE VENTA

Las compraventas bajo estos términos y condiciones (los "Términos") son por parte de Asahi Kasei Plastics México, S.A. de C.V., una sociedad de México (el "Vendedor"), en favor de la entidad referida como comprador o adquiriente (el "Comprador") en la documentación a la cual estos Términos están anexos o con la cual estos están asociados, y son condicionales a la aceptación del Comprador de estos Términos y únicamente estos Términos. Si estos Términos son primeros ofrecidos al Comprador antes de que el Comprador ofrezca una orden de compra o documento similar al Vendedor, estos Términos prevalecerán en lugar de cualesquier términos posteriormente sometidos por el Comprador, y el Vendedor rechaza todo término y condición adicional o diferente del Comprador, ya sean confirmatorios u otros. Si el Vendedor ofrece estos términos después de la oferta por parte del Comprador de otros términos, ya sean como parte de una orden de compra u otro, la aceptación del Vendedor de cualquier oferta por parte del Comprador relacionada con los términos del Comprador se encuentra expresamente condicionada a la aceptación del Comprador de estos Términos exclusivamente y para la exclusión de cualesquier otros términos y condiciones ofrecidos por el Comprador, sin importar si estos Términos contienen cualesquier términos adicionales a o diferentes de cualesquier términos ofrecidos por el Comprador. El cumplimiento, aceptación o pago por parte del Comprador, respecto cualesquier productos del Vendedor, constituye la aceptación del Comprador exclusivamente de estos Términos. Estos Términos, junto con cualquier descripción asociada con los productos y términos de cantidad y precio que sean objeto de compraventa conforme a estos Términos (incluyendo cotizaciones por servicios o precios) conformarán un "Contrato de Suministro". El Comprador declara y garantiza que cualesquier productos que se compren del Vendedor son únicamente para fines de negocios o comerciales y no para su uso doméstico, personal, familiar o de hogar.

1. Descripción de Productos. El Vendedor se obliga a vender, y el Comprador se obliga a comprar, los productos descritos como parte del Contrato de Suministro.
2. Precios; Cantidades. Los precios de los productos y/o servicios suministrados por el Vendedor se establecen en el Contrato de Suministro. Los precios podrán ser ajustados al precio en vigor al momento de la entrega, ya sea como resultado de las fluctuaciones en los precios de *commodities* u otro. Salvo que se establezca lo contrario en un Contrato de Suministro, todos los precios son en modalidad EXW (Incoterms 2010) desde las instalaciones del Vendedor o desde cualesquier otras instalaciones que el Vendedor especifique en un Contrato de Suministro. El Comprador reconoce y acuerda que los precios de ciertos productos ofrecidos por el Vendedor son en función de la compra del Comprador de una cantidad mínima establecida en una orden y/o una cantidad mínima de envío de esos productos. Los requisitos del Comprador para los productos que se establezcan en un Contrato de Suministro (incluyendo las órdenes de compra) constituirán una obligación de compra vinculante del Comprador. Cuando el Comprador ordene un producto que esté sujeto a una cantidad mínima de una orden y la cantidad ordenada no cumple con la cantidad mínima de la orden, el Vendedor se reserva el derecho de ajustar el precio o de enviar la cantidad mínima de la orden bajo discreción del Vendedor. Cuando un Contrato de Suministro establezca una cantidad pero no el periodo bajo el cual la cantidad ha de ser ordenada o entregada, el periodo bajo el cual la cantidad ha de ser

ordenada o entregada deberá ser un tiempo razonable bajo las circunstancias, a discreción del Vendedor. Cuando un Contrato de Suministro establezca una cantidad para un periodo en específico pero no especifica las cantidades a ser enviadas dentro de dicho periodo, las partes anticipan que el Comprador ordenará y el Vendedor enviará, la cantidad dividida de manera uniforme durante el tiempo establecido. El Vendedor llevará a cabo esfuerzos comercialmente razonables para atender órdenes (a) de excedente de cantidades especificadas y/o (b) para cantidades superiores que las que se esperarían si las ordenes se dividieran de manera uniforme durante todo el periodo de tiempo contemplado; sin embargo, el Vendedor no hace garantía alguna del envío de los excedentes de cantidades, y asimismo, se reserva el derecho de colocar y enviar productos a clientes con los cuales el Vendedor tenga órdenes firmes para cantidades específicas en tiempos específicos.

3. Impuestos y Cuotas. Salvo que se establezca lo contrario en un Contrato de Suministro, todos los precios se establecen sin incluirse cualesquier impuestos de ventas, uso, de productos y servicios especiales, de exportación, importación, de *commodities* y/o cualquier otro impuesto. El Comprador pagará todos estos impuestos y cualesquier cuotas de licencia u otros cargos incidentales de la venta de los productos. El Comprador, a solicitud del Vendedor, deberá entregar al Vendedor una constancia razonable de pago por parte del Comprador respecto dichos impuestos, cuotas y determinaciones de aquellas cantidades. Si el Vendedor se encuentra obligado a pagar de manera anticipada cualquier impuesto a nombre y en cuenta del Comprador, el Comprador deberá reembolsar al Vendedor todo impuesto pagado. Si el suministro de los productos y/o servicios requieren cualquier carta de crédito o documento, instrumento o proceso similar, el Comprador pagará todas las cuotas y costos relacionados con ello.
4. Términos de Pago. Salvo que se establezca lo contrario en un Contrato de Suministro, los términos de pago son a 30 días netos de la fecha del envío. El Comprador pagará cualquier factura emitida por el Vendedor sin descuento, compensación o reducción alguna. El Vendedor, bajo su exclusiva discreción, podrá requerir el pago mediante transferencia bancaria, efectivo, cheque certificado o carta de crédito. Todas las cuentas comerciales están sujetas a la aprobación previa del departamento de crédito del Vendedor de conformidad con las políticas y prácticas de crédito del Vendedor que estén en vigor. El Vendedor podrá revisar y actualizar el monto de crédito y los términos de pago en cualquier momento y por cualquier motivo. Si el Comprador incumple con el pago en cualquier momento al momento de su vencimiento o incumpla en cualquier otra forma, el Vendedor, bajo su decisión y sin limitación de cualquier otro derecho o recurso disponible bajo estos Términos o la ley aplicable y hasta en tanto la cuenta del Comprador se encuentre al corriente, podrá: (1) retirar el crédito y suspender y cancelar el cumplimiento bajo cualquier y todo Contrato de Suministro; y/o (2) reprogramar el envío. El Vendedor podrá facturar cada envío de manera separada, y en cualquier caso, el Comprador pagará cada envío según se facture sin importar los otros envíos.
5. Envíos. El Vendedor entregará los productos sujetos a un Contrato de Suministro bajo modalidad EXW (Incoterms 2010) desde las instalaciones del Vendedor o los enviará a aquella otra ubicación que el Vendedor especifique en un Contrato de Suministro. El Vendedor podrá elegir el transportista de fletes y el Comprador acepta la selección del

transportista del Vendedor salvo que el Comprador especifique por escrito un transportista alternativo de manera oportuna y el cual sea razonablemente aceptable para el Vendedor. La entrega de los productos al transportista constituye la entrega al Comprador, la propiedad de los productos se transmitirá al Comprador y el Comprador asumirá todo el riesgo de pérdida y daño en tal momento. Cualesquier reclamos en contra del Vendedor por motivo de falta de productos o por la no conformidad de aquellos que se descubran, con la debida diligencia, mediante una inspección al momento en que se reciban los mismos, deberán hacerse dentro de los 10 días después de su recepción. El Vendedor deberá empaquetar los productos de conformidad con las prácticas estándares del Vendedor. El Vendedor podrá hacer entregas en parcialidades con la facturación parcial correspondiente emitida para cada entrega parcial. El Vendedor podrá, más no estará obligado a, acotar los tiempos de entrega y entregar los productos más rápido que lo estimado originalmente, de conformidad con las solicitudes del Comprador, pero se reservará el derecho de incrementar los precios cómo corresponda, o bien, imponer cargos tipo *break-in*, por los productos o envíos de los mismos directa o indirectamente afectados. Cada envío de productos a ser entregados es una venta por separada y el Comprador deberá pagar el precio de cada envío sin importar cualquier incumplimiento de entrega o no conformidad de cualquier envío previo o posterior. El incumplimiento o falta de entrega por parte del Vendedor de cualquier envío particular no permitirá al Comprador el derecho de rechazar recibir cualquier otro envío. El tiempo no es esencial y el Comprador no tiene derecho a rechazar una oferta en conformidad en cualquier forma, que se haga con tiempo razonable. Cualquier incumplimiento por parte del Comprador de pagar cualquier envío dentro del tiempo establecido para el pago, constituye un incumplimiento anticipado tipo *anticipatory breach*, en cuyo caso el Vendedor podrá cobrar el interés legal conforme lo previsto en el Artículo 362 del Código de Comercio de México (ante la ausencia de cualquier otro interés establecido en un Contrato de Suministro) y suspender la entrega o el envío de otras órdenes de producto, sin responsabilidad alguna para el Vendedor. Al momento en que el Vendedor inicie con la producción de productos y/o suministro de servicios y/o determine una fecha de envío o entrega con respecto los mismos, el Vendedor tendrá derecho de suministrar, enviar y/o entregar dichos productos y/o servicios y recibir el pago de los mismos, y el Comprador no podrá modificar los tiempos de recepción de dichos productos y/o servicios.

6. Terminación; Incumplimiento.

- a) Terminación por Incumplimiento. El Vendedor podrá dar por terminado el Contrato de Suministro en cualquier momento sin causa, mediante aviso previo por escrito al Comprador con 10 días de anticipación. Asimismo, sin perjuicio de sus demás derechos o recursos, cualquiera de las partes podrá dar por terminado un Contrato de Suministro mediante aviso a la otra parte, si: (1) la otra parte interpone una solicitud de concurso mercantil o hace una cesión general para el beneficio de sus acreedores, o bien, inicia o se inicia en su contra cualquier procedimiento similar bajo cualquier ley relacionada con derechos de acreedores, ajuste de deudas, o ley similar, se torna insolvente, no pueda o admite que no puede pagar sus deudas en general conforme se vayan venciendo, o tiene un administrador tercero o síndico designado sobre cualquiera de sus activos (2) la otra parte incumple bajo estos Términos y no subsana el incumplimiento dentro de los 30 días

(10 días en el caso de incumplimientos de pago) posteriores del aviso de la parte agraviada. El Comprador no deberá revender y/o etiquetar o reetiquetar cualquiera de los productos vendidos, suministrados o entregados por el Vendedor bajo un Contrato de Suministro sin el consentimiento previo por escrito del Vendedor. El Comprador no se considerará y ni tampoco se implicará, bajo cualquier circunstancia, que es un agente o empleado del Vendedor, y no se ostentará ni tampoco dará a cualquier persona cualquier razón para creer que es un agente o empleado del Vendedor.

- b) Garantía Adecuada de Cumplimiento. En cualquier circunstancia en la cual el Vendedor tenga el derecho de exigir una garantía adecuada respecto el cumplimiento del Comprador (como por ejemplo, pero sin limitarse a, una garantía corporativa o una fianza de cumplimiento), el Comprador deberá entregar dicha garantía dentro de un tiempo razonable que no exceda de 5 días.
 - c) Otra Terminación por parte del Vendedor. Si el Comprador incumple en pagar bajo estos Términos o cualquier Contrato de Suministro o incumple con cualquier disposición de estos Términos o del Contrato de Suministro, el Vendedor podrá dar por terminado cualquier Contrato de Suministro en relación a las partes de envíos de productos no enviados y dar por terminado cualquier orden de materias primas correspondiente colocada con sus proveedores, y el Comprador permanecerá siendo responsable por los productos enviados. Si el Vendedor elige continuar con envíos después de que el Comprador haya incumplido en hacer el pago del envío de manera anticipada o incumple con la entrega de las garantías de cumplimiento correspondientes, ninguna acción por parte del Vendedor constituirá una renuncia a cualquier incumplimiento por parte del Comprador ni ello afectará los recursos del Vendedor en razón de dicho incumplimiento.
7. Cambios de Producto. El Vendedor, en cualquier momento y sin aviso al Comprador, podrá cambiar el (los) producto(s) en cualquier forma que no afecte de manera adversa la forma, idoneidad o función del (de los) producto(s) en cualquier aspecto material. Si el Comprador en cualquier momento ordena cambios o hace que el Vendedor haga cambios a los productos, dibujos o especificaciones de los productos, o bien, desea cambiar el alcance de un Contrato de Suministro, incluyendo, pero no limitado a, aquellas cuestiones como la inspección, pruebas o calidad de control, el Vendedor podrá dar por terminado el Contrato de Suministro en relación a los artículos afectados por los cambios o cambiar de manera razonable los tiempos de cumplimiento y/o el precio de los productos a fin de tomar en cuenta los cambios.
8. Asistencia Técnica. Con excepción de lo establecido en un contrato firmado por separado o lo establecido expresamente en un Contrato de Suministro, el Vendedor no estará obligado en proveer asesoría técnica, facilidades o servicios en relación con cualquier Contrato de Suministro o los productos suministrados.
9. Cesión. El Vendedor podrá subcontratar el cumplimiento de cualquier obligación del Vendedor bajo cualquier Contrato de Suministro, únicamente en el entendido de que el Vendedor permanezca siendo responsable en lo principal por el cumplimiento de la obligación. El Comprador no podrá ceder ningún derecho u obligación bajo cualquier

Contrato de Suministro. El Vendedor podrá ceder cualquier derecho u obligación bajo cualquier Contrato de Suministro y, únicamente en el entendido de que el cesionario haya asumido las obligaciones del Vendedor, el Vendedor, después de la cesión, no tendrá responsabilidad posterior alguna en relación a las obligaciones asumidas.

10. Garantía

a) Productos En General. El Vendedor garantiza exclusivamente al Comprador que cada producto suministrado bajo estos Términos estarán, al momento de su entrega, en conformidad con las especificaciones por escrito del Vendedor durante el uso y/o operación normal. La obligación única y exclusiva del Vendedor, y el recurso exclusivo del Comprador por cualquier falta de cumplimiento de cualquier producto de estar en conformidad con la garantía anteriormente mencionada es, bajo opción del Vendedor, la reparación o reemplazo del producto no conforme o el reembolso del dinero pagado por el Comprador por el producto no conforme. El Comprador deberá notificar a la brevedad mediante escrito al Vendedor sobre cualquier producto que no esté conforme con la garantía anteriormente mencionada. El Comprador deberá pagar el envío de cualquier producto no conforme al Vendedor y el Vendedor le reembolsará al Comprador el envío. El Vendedor no será responsable de cualquier producto no conforme en la medida de que: (1) el producto no es mantenido de acuerdo a las especificaciones del Vendedor, (2) el producto falle, funcione mal o se dañe como resultado del manejo indebido, condiciones de almacenamiento indebidas (incluyendo, pero no limitado a, y en lo que sea aplicable, la temperatura y humedad), instalación indebida, mantenimiento indebido, remoción indebida o reparación indebida, (3) la no conformidad se cause por causalidad, abuso o uso indebido, (4) el producto es alterado de una forma que no sea por parte del Vendedor o sin la aprobación expresa por escrito del Vendedor, (5) el producto es instalado, usado o configurado de una forma que no sea conforme lo contemplado por las partes bajo el Contrato de Suministro correspondiente o en o dentro de un lugar que no esté contemplado por las partes bajo el Contrato de Suministro correspondiente, (6) el producto es utilizado, operado o está conectado con un bien o servicio de un tercero no expresamente designado por la documentación del Vendedor y las especificaciones del producto, (7) cualquier falla resulte de un diseño o especificación provista por el Comprador.

11. Productos Experimentales o Pre-Comerciales. EL VENDEDOR NO HACE GARANTÍA ALGUNA CON RESPECTO A CUALQUIER PRODUCTO QUE SEA DESIGNADO COMO PRODUCTO "EXPERIMENTAL" O "PRE-COMERCIAL".

12. Devoluciones de Producto. El Comprador no podrá devolver ningún producto salvo que el Vendedor apruebe la devolución por escrito. A solicitud del Vendedor, el Comprador proveerá al Vendedor muestras de productos que se hagan valer por el Comprador como productos elegibles para su devolución. Toda la documentación de la devolución deberá contener el número de Autorización de Materiales Devueltos ("RMA") del Vendedor. El Vendedor podrá rechazar envíos devueltos que no sean aprobados por el Vendedor o no identificados debidamente. La solicitud para la aprobación de la devolución debe incluir el número de serie, el número de repuesto/parte, número de lote y el código de datos (cada uno según sea caso) e identificación total de los productos a ser devueltos. Se deberán

utilizar procesos adecuados de manejo en el empaquetado y envío de todas las devoluciones. Los Productos deben ser devueltos en el mismo contenedor/recipiente o en un contenedor/recipiente equivalente al cual fueron enviados, con el número RMA claramente visible en el paquete. El Comprador conserva la propiedad y asume todo el riesgo de pérdida que se relacione con los productos devueltos para su reparación o reemplazo hasta que el Vendedor concluya la reparación o identifique los productos de reemplazo.

13. Deslinde y Límite de Responsabilidad. CON EXCEPCIÓN DE LO EXPRESAMENTE DESCRITO EN LA SECCIÓN 10, TODOS LOS BIENES Y SERVICIOS ENTREGADOS BAJO CUALQUIER CONTRATO DE SUMINISTRO SON SUMINISTRADOS TAL CUAL CÓMO ESTÁN Y CON TODAS SUS FALLAS. EL VENDEDOR NO HACE OTRAS DECLARACIONES O GARANTÍAS, YA SEAN EXPRESAS O IMPLÍCITAS, EN RELACIÓN CUALQUIER BIEN O SERVICIO, Y SE DESLINDA EXPRESAMENTE DE CUALQUIER DECLARACIÓN O GARANTÍA EN CUANTO A SU CALIDAD, DESEMPEÑO, COMERCIALIZACIÓN, NO VIOLACIÓN O IDONEIDAD PARA UN FIN EN PARTICULAR. NO OBSTANTE DE CUALQUIER DISPOSICIÓN EN CUALQUIER CONTRATO DE SUMINISTRO O EN CONTRARIO, EL VENDEDOR NO SERÁ RESPONSABLE POR CUALESQUIER DAÑOS INDIRECTOS, ESPECIALES, INCIDENTALES O CONSECUENTES (INCLUYENDO, PERO NO LIMITADO A, LA PÉRDIDA DE INGRESOS O UTILIDADES) QUE DERIVEN DE O SE CAUSEN, DIRECTA O INDIRECTAMENTE, POR EL USO O VENTA DE CUALQUIER BIEN O SERVICIO POR PARTE DEL COMPRADOR O CUALQUIER CLIENTE O CAUSAHABIENTE (INCLUYENDO, PERO NO LIMITADO A, CUALQUIER USUARIO FINAL) DE CUALQUIER BIEN O SERVICIO; POR EL CUMPLIMIENTO O FALTA DE CUMPLIMIENTO DEL VENDEDOR BAJO ESTOS TÉRMINOS; POR CUALQUIER OTRO ACTO U OMISIÓN DEL VENDEDOR; O POR CUALQUIER OTRA CAUSA. BAJO NINGUNA CIRCUNSTANCIA LA RESPONSABILIDAD TOTAL DEL VENDEDOR ANTE EL COMPRADOR POR CUALQUIER RECLAMO EXCEDERÁ DE LA SUMA PAGADA AL VENDEDOR POR EL COMPRADOR POR LOS BIENES Y SERVICIOS SUMINISTRADOS BAJO EL CONTRATO DE SUMINISTRO DEL CUAL DERIVE EL RECLAMO. NINGUNA ACCIÓN PODRÁ SER INTERPUESTA POR EL COMPRADOR POR CUALQUIER INCUMPLIMIENTO A ESTOS TÉRMINOS DESPUÉS DE UN AÑO DE QUE SE DEVENGUE LA CAUSA DE ACCIÓN.

14. Indemnización.

- a) Indemnización por el Comprador. El Comprador deberá defender, indemnizar y mantener y sacar en paz y a salvo al Vendedor y a sus empleados, funcionarios, consejeros, agentes, filiales, causahabientes y cesionarios, de y contra cualquier y todo reclamo, juicio, acción, demanda, pérdida, responsabilidad, penalidad, multa, costo y gasto (incluyendo, sin limitación, honorarios de abogados) de cualquier tipo, que se incurran o hagan valer en contra de cualquier parte indemnizada que derive o resulte de (i) los actos, omisiones, negligencia o dolo del Comprador, (ii) cualquier reclamo por cualquier causahabiente que posea (incluyendo, pero no

limitado a, cualquier usuario final) cualquiera de los productos, o por cualquier otra persona o entidad, que se relacione con los productos vendidos por el Comprador, o por la compra, instalación o uso de dichos productos, o por cualquier compromiso, acto u omisión que se relacione con dichos productos, en la medida de que dicho reclamo no se base en un incumplimiento de una garantía expresa del Vendedor, o (iii) cualquier incumplimiento del Comprador de cualquier obligación en la Sección 17.

- b) Indemnización por el Vendedor. El Vendedor deberá defender, indemnizar y mantener y sacar en paz y a salvo al Comprador y a sus empleados, funcionarios, consejeros, agentes, filiales, causahabientes y cesionarios, de y contra cualquier y todo reclamo, juicio, acción, demanda, pérdida, responsabilidad, penalidad, multa, costo y gasto (incluyendo, sin limitación, honorarios de abogados) de cualquier tipo, que se incurran o hagan valer en contra de cualquier parte indemnizada que alegue que los productos o su uso por una parte indemnizada conforme lo contemplado por un Contrato de Suministro o por la documentación correspondiente, viole un derecho de autor o patente de un tercero. Las obligaciones del Vendedor bajo esta Sección 14(b) no aplicará a cualesquier bienes o servicios (a) no suministrados por el Vendedor, (b) utilizados en una forma no expresamente autorizada por un Contrato de Suministro o por la documentación correspondiente, (c) en la medida que se hagan o modifiquen de acuerdo a las especificaciones del Comprador, (d) en la medida de que la violación alegada o apropiación indebida resulte de cualquier trabajo a la medida, modificación, alteración o cambio, no desarrollado por el Vendedor, (e) combinados con otros bienes, servicios, procesos o materiales en los cuales la violación alegada no hubiese existido si no fuese por la combinación, (f) que no sea la actualización, versión o lanzamiento más reciente si la violación pudo haber sido evitada mediante el uso de la actualización, versión o lanzamiento más reciente y el Vendedor haya hecho disponible la misma al Comprador, (g) en los casos en los cuales el Comprador continúe con la actividad supuestamente violatoria después de ser notificado de ello y provisto de las modificaciones que hubiesen evitado la supuesta violación, o (h) en la medida de que los derechos de cualquier tercero hechos valer en relación a los bienes o servicios deriven de o se relacionen con reclamos (ya sea que estén basados en una ley en materia de patentes u otro) a invenciones, tecnologías o métodos que estaban en un uso amplio sin licencia por parte terceros al momento en que el bien o servicio fue entregado a o utilizado por el Comprador o cualquier filial del Comprador. El Comprador deberá dar aviso inmediato al Vendedor y así como también toda la información relevante que se relacione con cualquier reclamo, demanda o causa de acción que pudiera conllevar o al efecto conlleve a una obligación de indemnización, y también, a solicitud del Vendedor, deberá otorgar el control exclusivo al Vendedor sobre la defensa y/o arreglo de cualquiera de estos reclamos, demandas o causas de acción, sujeto únicamente al consentimiento del Comprador (mismo el cual no deberá ser denegado, retrasado o condicionado) en relación con cualquier arreglo que tenga como intención obligar a una parte indemnizada del Comprador en el cual el arreglo involucre una medida o cualquier admisión de culpa o responsabilidad por parte de la Parte Indemnizada del Comprador.

15. Operaciones Protegidas contra Fallos o Críticas. Los productos del Vendedor no están diseñados, no tienen como intención, no autorizan o garantizan ser idóneos para su uso o reventa como equipo de control en o para otras aplicaciones que se relacionen con entornos peligrosos o críticos que requieran un desempeño protegido contra fallos (*fail-safe*), tal como en las operaciones de instalaciones nucleares, sistemas de navegación de aeronaves o de comunicaciones, control de tráfico aéreo, soporte de vida, sistemas de armas u otra aplicación en la cual la falla del producto pudiera dar a la deriva a la muerte, lesiones personales o daños físicos graves o daños ambientales. El Comprador no utilizará y tampoco permitirá que se utilicen los productos adquiridos para aplicaciones protegidas contra fallos u operaciones críticas, y asimismo se obliga a indemnizar al Vendedor y a sus empleados, funcionarios, consejeros, directores, agentes, filiales, causahabientes y cesionarios, contra toda acción, demanda, procedimiento, costo, gasto, daños y perjuicios y responsabilidades, incluyendo honorarios de abogados, que deriven de cualquier incumplimiento a las obligaciones del Comprador establecidas en esta Sección 15.
16. Confidencialidad. El Comprador, a pesar de que cualquier Contrato de Suministro se de por terminado, deberá mantener en confidencialidad y evitar cualquier divulgación a cualquier persona de toda la información y datos que se le divulguen al Comprador por el Vendedor que esté marcada como confidencial o que con motivo de su naturaleza deba ser considerada confidencial, incluyendo, pero no limitado a, cotizaciones, planes de negocios, técnicas tecnológicas, impresiones, invenciones, investigación y desarrollo. No obstante de lo anterior, el Comprador no será responsable por la divulgación de cualquier información confidencial si la misma: (i) se torna o llega ser fácilmente reconocible por el público por medios adecuados sin el incumplimiento por parte del Comprador de cualquier obligación ante el Vendedor de confidencialidad; (ii) es divulgada con la aprobación previa por escrito del Vendedor; o (iii) se hace del conocimiento del Comprador por una fuente distinta que no sea el Vendedor sin el incumplimiento de estos Términos por parte del Comprador o sin el incumplimiento de la fuente de cualquier obligación de confidencialidad. El Vendedor no tendrá obligación de confidencialidad alguna u obligación de no uso alguna en relación con la información que el Vendedor reciba del Comprador salvo que dichas obligaciones se establezcan en un convenio de confidencialidad por separado firmado por el Vendedor.
17. Propiedad Intelectual. Salvo que se establezca expresamente y de manera particular en un contrato escrito por separado firmado por el Vendedor, el Comprador no obtendrá derecho alguno en cualquier derecho de autor, patente, marca registrada, secreto comercial/industrial, trabajo de enmascaramiento o en otro derecho de propiedad intelectual del Vendedor o que el Vendedor crea, origine, descubra o lo reduzca en práctica, o en el cual el Vendedor adquiera derechos de autor u otros derechos, ya sea como consecuencia de estos Términos, cualquier Contrato de Suministro, cualquier operación o negociación entre el Vendedor y el Comprador, u otro. El Vendedor se reserva todos estos derechos para sí mismo. Las partes reconocen que, ante la ausencia de un contrato por escrito específico por separado, firmado y celebrado entre las partes en cual se otorgue expresamente derechos en favor del Comprador, ningún Contrato de Suministro tiene como intención exigir al Vendedor que ejecute cualquier trabajo de desarrollo para el Comprador o cree para el Comprador cualquier trabajo de autoría, invención u otra cuestión en el cual

existan derechos exclusivos.

18. Controles de Exportación. Salvo que se haya obtenido la licencia o exención correspondiente o autorización similar, el Comprador no permitirá y ni tampoco autorizará o permitirá que sus empleados, agentes, causahabientes o cesionarios exporte o re-exporten cualquiera de los productos a cualquier país que esté identificado como un destino prohibido por cualquier ley o norma aplicable. Asimismo, el Comprador en este acto se obliga a llevar a cabo y cumplir con todas las obligaciones relacionadas en materia de filtro de partes denegadas u obligaciones similares impuestas por o que deriven bajo las leyes o normas aplicables. El Comprador acuerda y reconoce que, en lo que sea aplicable, estos *commodities* y/o tecnología serán y/o fueron exportados desde México, Estados Unidos u otros país de origen exclusivamente de conformidad con las normas de la administración de exportación de Estados Unidos u otras normas de exportaciones aplicables en la jurisdicción de origen. Está prohibido cualquier desviación que sea contraria a la ley de EE.UU. u otra ley aplicable.
19. Disposición Después de Ciclo de Vida Útil. Bajo el gasto del Comprador o de su causahabiente, el Comprador llevará a cabo la disposición adecuada de los productos u obligará al causahabiente del Comprador el cual sea propietario de los productos que lleve a cabo la disposición adecuada de los productos, de acuerdo con la ley aplicable.
20. Ley Vigente; Jurisdicción; Foro; Divisibilidad. Estos Términos y todos los Contratos de Suministro se registrarán e interpretarán de conformidad con las leyes de México sin importar sus reglas en materia de conflicto de leyes. La Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías no aplicará a estos Términos o a cualquier Contrato de Suministro. Cualquier acción o reclamo que derive o se relacione con estos Términos o a cualquier Contrato de Suministro podrán interponerse ante los tribunales del Estado de [•], y el Vendedor y el Comprador consienten de manera irrevocable a la jurisdicción y competencia de dichos tribunales. Si cualquier disposición de cualquier Contrato de Suministro es ilegal o inexigible, dicha disposición se modificará, en la medida de lo posible, a efecto de ratificarse de manera consistente con la ley aplicable, y en cualquier caso, las demás disposiciones permanecerán en pleno vigor y efectos.
21. Uso de Productos El Comprador deberá utilizar y deberá exigir a sus empleados, contratistas y agentes que utilicen todas las precauciones de seguridad disponibles, adicionalmente a cualquier otra que se especifique en cualquier manual, hoja de datos de seguridad de materiales, hoja de datos técnicos, hoja de instrucciones, que en su caso existan, los cuales sean provistos por el Vendedor (o se pongan a disposición por los proveedores de materias primas) que se relacionen con los productos del Vendedor. Si el Comprador no recibe hoja alguna de datos de seguridad de materiales para cualquier producto de parte del Vendedor, el Comprador las deberá solicitar al Vendedor. Si el Comprador incumple en observar estrictamente cada una de las obligaciones que se establecen en esta Sección 21 o si el uso del Comprador sobre cualquiera de los productos del Vendedor sea en contravención de cualquier norma u otra ley, reglamento o norma aplicable en materia de lugares de trabajo, el Comprador deberá indemnizar y mantener y sacar en paz y a salvo al Vendedor y a sus empleados, funcionarios, consejeros, directores,

agentes, filiales, causahabientes y cesionarios, de y contra cualquier y todo reclamo, demanda, daños y perjuicios, acciones y causas de acción, así como también de y contra cualquier y toda responsabilidad, pérdida o gasto de cualquier tipo, incluyendo honorarios razonables de abogados, que deriven, se relacionen o que esté conectados en cualquier forma por dicho incumplimiento del Comprador.

22. Notificación. El Comprador deberá notificar al Vendedor a la brevedad y en cualquier caso dentro de los 30 días siguientes, cualquier accidente o falla que involucre los productos del Vendedor que resulte en lesiones personales o daños a propiedad, y deberá cooperar íntegramente con el Vendedor en la investigación y determinación de las causas del accidente o falla de que se trate.
23. Honorarios de Abogados y Costos. El Comprador pagará los honorarios razonables de abogados y otros costos y gastos de cualquier acción legal o en equidad interpuesta o llevada a cabo por el Vendedor para hacer exigible estos Términos o las disposiciones de cualquier Contrato de Suministro.
24. Errores. Cualquier error tipográfico o error de transcripción hecho por parte del Vendedor en estos Términos, en las cotizaciones o comunicaciones del Vendedor o en cualquier Contrato de Suministro, se encuentra sujeto a corrección por parte del Vendedor.
25. Fuerza Mayor. El Vendedor no será responsable por la falta de entregar o por el retraso en la entrega de los productos, en la medida que derive o se relacione con causas más allá de su control razonable, incluyendo, sin limitación, casos fortuitos o actos de enemigo público, actos de cualquier autoridad gubernamental, incendios, inundaciones, otros siniestros, clima severo, epidemias, restricciones de cuarentena, huelgas, disputas laborales o faltante de mano de obra, embargos, guerras, disturbios, conmoción civil, faltante de vagones de ferrocarril o camiones o remolques, retrasos en el tráfico, no disponibilidad de servicios de transporte, o la incapacidad de asegurar los materiales necesarios (ya sea en general o a precios comercialmente razonables). Bajo ninguna circunstancia el Vendedor será responsable de cualquier pérdida o daño, incluyendo, particularmente, daños directos, incidentales, especiales, punitivos o consecuentes (incluyendo pérdida de utilidades) con motivo de cualquier falta de entrega o retraso en la entrega. Si el Vendedor no puede dar cumplimiento, en su totalidad o en parte, con motivo de cualquier causa fuera de su control razonable, el Vendedor podrá distribuir la producción y entregas entre los clientes del Vendedor o podrá dar por terminado el Contrato de Suministro sin responsabilidad alguna para el Comprador.
26. Recursos Acumulativos. Todos los derechos y recursos del Vendedor bajo estos Términos y cualquier Contrato de Suministro son acumulativos. La no promoción o recepción por parte del Vendedor de cualquier recurso en particular constituirá una elección exclusiva de recursos y el Vendedor tendrá el beneficio de todos los recursos disponibles en ley, en equidad o en otra forma.
27. Incumplimiento Ligado. Cualquier incumplimiento por parte del Comprador bajo cualquier otro contrato en el cual el Vendedor o cualquier filial del Vendedor sea parte contratante,

constituirá un incumplimiento del Comprador bajo estos Términos y bajo cada Contrato de Suministro. Estos otros acuerdos podrán ser, según sea el caso (pero no se limitan a), acuerdos de distribuidor o acuerdos similares.

28. Terceros. Con excepción de las partes indemnizadas bajo las obligaciones de indemnización establecidas en estos Términos (cada uno el cual sea un beneficiario tercero expreso de dichas obligaciones de indemnización), no existen beneficiarios terceros de cualquier derecho u obligación bajo estos Términos o cualquier Contrato de Suministro.
29. Términos de Terceros. Bajo ninguna circunstancia el Vendedor estará obligado o será responsable ante el Comprador o ante cualquier tercero con respecto cualquier declaración, garantía, acuerdo, obligación o responsabilidad ante cualquier tercero, ya sea como parte de un arreglo de suministro de personal dirigido tipo "*directed sourcing*" u otro. Sin limitación de lo anterior, el Vendedor expresamente se deslinda y rechaza cualquier obligación de cualquier tipo de cumplir con cualquier término o condición de clientes directos o indirectos del Comprador, sin importar cualquier obligación ante dichas personas asumidas por y/o impuestos sobre el Comprador y sin importar si el Vendedor tenga conocimiento de cualquiera de estos requisitos impuestos al Comprador. El Vendedor será responsable ante cualquier tercero, si es que lo es, únicamente de conformidad con el contrato por escrito negociado y firmado por separado, que en su caso exista y el cual el Vendedor efectivamente haya negociado y celebrado con el tercero.
30. Certificación ISO 9001. Si, y en la medida que el Vendedor se obligue expresamente a cumplir con por lo menos con los requisitos ISO 9001, el Vendedor podrá realizar un proceso anual de auditoría de segunda parte llevado a cabo por un auditor calificado, y dicho proceso, en cuanto al Comprador y Vendedor, deberá satisfacer cualquier requisito de IATF 16949:2016 8.4.2.3.
31. Totalidad del Contrato. General. Estos Términos junto con cualquier término específico que se establezca en cualquier Contrato de Suministro, cualquier acuerdo de distribuidor por escrito y firmado y cualquier acuerdo de confidencialidad por escrito por separado (en su conjunto, el "Contrato"), representan el acuerdo total entre las partes en relación con el objeto y materia de este Contrato. Todo acuerdo, declaración, manifestación negociación y compromiso anterior o contemporáneo entre las partes, ya sea escrito u oral, en relación con el objeto y materia de este Contrato, son reemplazados por este Contrato.
32. Órdenes de Compra y Otros Documentos Accesorios. No tendrá efecto alguno cualquier disposición de cualquier orden de compra, reconocimiento de orden u otro documento transaccional intercambiado por las partes que sea inconsistente con estos Términos. Cada parte podrá libremente aceptar, reconocer, procesar, entregar o negociar en cualquier forma con dichos documentos, pero el efecto de hacerlo será exclusivamente para fines administrativos y no para efectos sustantivos.
33. Modificación. Este Contrato podrá ser modificado únicamente mediante escrito firmado por la parte en contra de quien se insta la exigibilidad.

TERMS AND CONDITIONS OF SALE

Sales under these terms and conditions (these “Terms”) are by Asahi Kasei Plastics México, S.A. de C.V. a Mexican company (“Seller”) to the entity named as the buyer or purchaser (“Buyer”) in the documentation to which these Terms are attached or with which they are associated and are conditional upon Buyer’s agreement with these Terms and only these Terms. If these Terms are first tendered to Buyer before Buyer tenders a purchase order or similar document to Seller, these Terms are in lieu of any terms later submitted by Buyer and Seller rejects all additional or different terms and conditions of Buyer, whether confirmatory or otherwise. If Seller tenders these terms after the tender by Buyer of other terms, whether as part of a purchase order or otherwise, then Seller’s acceptance of any offer by Buyer associated with Buyer’s terms is expressly conditioned upon Buyer’s acceptance of these Terms exclusively and to the exclusion of any proffered Buyer terms or conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms proffered by Buyer. Buyer’s performance, or acceptance of, or payment for, any products from Seller will constitute Buyer’s acceptance of these Terms exclusively. These Terms, together with any associated description of the products and quantity and price terms that are the subject of the purchase and sale transaction under these Terms (such as quotations for services or price lists) constitute a “Supply Agreement.” Buyer represents and warrants that any products that it purchases from Seller are for business or commercial use only and not for domestic, personal, family, or household use.

1. Description of Products. Seller agrees to sell, and Buyer agrees to purchase, the products described as part of the Supply Agreement.
2. Prices; Quantities. The prices of the products and/or services supplied by Seller are as stated in the Supply Agreement. Prices may be adjusted to the prices in effect at the time of delivery, whether as a result of fluctuations in commodity prices or otherwise. Except as otherwise stated in a Supply Agreement, all pricing is EXW (Incoterms 2010) Seller’s facility or such other location as Seller specifies in a Supply Agreement. Buyer acknowledges and agrees that the prices for certain products offered by Seller are based on Buyer purchasing a stated minimum order quantity and/or minimum shipment quantity of those products. Buyer's requirements for products stated in a Supply Agreement (including purchase orders) shall constitute a binding purchase obligation of Buyer. Where Buyer orders a product that is subject to a minimum order quantity and the quantity ordered does not meet that minimum order quantity, Seller reserves the right to adjust the price or ship the minimum order quantity at Seller’s discretion. Where a Supply Agreement states a quantity but does not state a period over which the quantity is to be ordered or delivered, the period over which the quantity is to be ordered or delivered will be a reasonable time under the circumstances, at Seller's discretion. Where a Supply Agreement states a quantity over a specified period but does not identify specific quantities to be shipped within that period, the parties anticipate that Buyer will order, and Supplier will ship, the quantity evenly over the stated time. Seller will use commercially reasonable efforts to accommodate orders (a) in excess of the

quantities specified and/or (b) for quantities greater than would be expected if the orders were evenly spread over the contemplated time period; but Seller makes no guaranty of shipment of such excess quantities and, further, reserves the right to allocate products to customers from which Seller has firm orders for specific quantities at specific times.

3. Taxes and Fees. Unless provided otherwise in writing in a Supply Agreement, all prices are exclusive of sales, use, excise, customs, export, import, commodity and/or any other taxes. Buyer will pay all such taxes and any license fees or other charges incidental to the sale of products. Buyer will, at Seller's request, provide to Seller reasonable proof of payment by Buyer of such taxes, fees, and assessments. If Seller is required to prepay any taxes on behalf of Buyer, Buyer will promptly reimburse Seller for all such taxes paid. If provision of the products and/or services requires any documentary letter of credit or similar document, instrument, or process, Buyer shall pay all fees and costs associated therewith.
4. Payment Terms. Unless provided otherwise in writing in a Supply Agreement, payment terms are net 30 days from date of shipment. Buyer will pay any invoice issued by Seller without discount, setoff, or reduction. Seller may, at its sole discretion, require payment by bank transfer, cash, certified check, or letter of credit. All trading accounts are subject to prior approval of Seller's credit department in accordance with Seller's credit policies and practices in effect from time to time. Seller may revise the amount of credit or terms of payment at any time for any reason. If Buyer fails to make payment when due or defaults in any other way, Seller may, at its option, without limiting any of its other rights or remedies available under these Terms or applicable law, and until Buyer's account is current: (1) withdraw credit and suspend or cancel performance under any or all Supply Agreements; and/or (2) reschedule shipment. Seller may invoice separately for each shipment and, in any case, Buyer will pay for each shipment as invoiced without regard for other shipments.
5. Shipments. Seller will deliver the products subject to a Supply Agreement EXW (Incoterms 2010) Seller's facility or ship them to such other location as Seller specifies in a Supply Agreement. Seller may select the freight carrier, and Buyer accepts carrier selection by Seller unless Buyer timely specifies in writing an alternative carrier reasonably acceptable to Seller. Delivery of products to the carrier constitutes delivery to Buyer, title to products will pass to Buyer, and Buyer will have all risk of loss or damage at that time. Any claims against Seller for shortages or non-conformance that could, with due diligence, be discovered by inspection upon receipt must be made within 10 days after receipt. Seller will package the products in accordance with Seller's standard practice. Seller may make deliveries in installments with appropriate partial invoicing issued for each such installment. Seller may, but will not be required to, shorten lead times and deliver products more quickly than originally estimated, in accordance with Buyer requests, but reserves the right to increase pricing accordingly, or impose break-in charges, for directly or indirectly affected products or shipments thereof. Each shipment of products to be delivered is a separate sale and Buyer will pay the price for each shipment without regard for any failure to deliver, or non-conformity of, any

previous or subsequent shipment. Seller's breach or default in the delivery of any particular shipment will not permit Buyer the right to refuse to receive any other shipment. Time is not of the essence and Buyer is not entitled to reject an otherwise conforming tender made within a reasonable time. Any failure by Buyer to pay for any shipment within the time stated for payment is an anticipatory breach, in which case Seller may collect the legal interest provided in Article 362 of the Mexican Commercial Code (in absence of any other interest established in a Supply Agreement) and suspend the delivery or shipment of other orders of product, without any responsibility to Seller. Once Seller commences production of products and/or provision of services and/or determines a shipping or delivery date with regard to the same, Seller will be entitled to provide, ship, and/or deliver such products and/or services and receive payment therefor and Buyer may not revise the timing for receipt of such products and/or services.

6. Termination; Default.

- a) Termination for Default. Seller may terminate a Supply Agreement at any time for no cause with prior written notice to Buyer with 10 days in advance. Furthermore, either party may, without prejudice to its other rights or remedies, terminate a Supply Agreement by notice to the other party if: (1) the other party files a petition in bankruptcy (*concurso mercantil*) or assignment generally for the benefit of creditors or initiates, or has initiated against it, any similar proceeding under any law with respect to creditor's rights, adjustment of debts, or similar law, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a third-party manager or receiver appointed over any of its assets or (2) the other party defaults under these Terms and does not remedy the default within 30 days (10 days in the case of payment defaults) following notice by the aggrieved party. Buyer shall not to resell and/or label or relabel any of the products sold, supplied or delivered by Seller under a Supply Agreement without Seller's prior written consent. Buyer shall not be considered or imply under any circumstances that it is an agent or employee of Seller, and will not hold itself out as, or give any person reason to believe that it is an agent or employee of Seller.
- b) Adequate Assurance of Performance. In any circumstance where Seller has the right to demand adequate assurance of Buyer's performance (such as, but not limited to, a corporate guarantee or performance bond or *fianza de cumplimiento*), Buyer will provide such assurance within a reasonable time not to exceed 5 days.
- c) Other Termination by Seller. If Buyer fails to pay in accordance with these Terms or any Supply Agreement or fails to comply with any provision of these Terms or any Supply Agreement, Seller may terminate any Supply Agreement as to unshipped portions of the products and terminate any applicable raw materials orders placed with its suppliers, and Buyer will remain liable for shipped products. If Seller elects to continue to make shipments after the Buyer has failed to make payment for the shipment in advance or fails to provide adequate assurances of performance, no action by Seller shall constitute a waiver of any default by the Buyer or in any way affect Seller's remedies for any such default.

7. Product Changes. Seller may, at any time and without notice to the Buyer, change the product(s) in any way that does not adversely affect the form, fit or function of the product(s) in any material respect. If Buyer at any time directs changes or causes Seller to make changes to the product(s), drawings, or specifications of the products(s), or otherwise wishes to change the scope of a Supply Agreement, including, but not limited to, such matters as inspection, testing, or quality control, Seller may terminate the Supply Agreement with respect to the items affected by such change(s) or reasonably change the time for performance and/or the price of product(s) to take into account the changes.
8. Technical Assistance. Except as provided for in a separate signed agreement or as expressly stated in a Supply Agreement, Seller will not be required to provide technical advice, facilities or service in connection with any Supply Agreement or the products supplied.
9. Assignment. Seller may subcontract the performance of any obligation of Seller under any Supply Agreement, provided only that Seller remains primarily liable for the performance of the obligation. Buyer may not assign any right or obligation under any Supply Agreement. Seller may assign any right or obligation under any Supply Agreement and, provided only that Seller's assignee has assumed the obligation(s) of Seller, Seller will, upon such assignment, have no further liability as to the assigned obligations.
10. Warranty
 - a) Products Generally. Seller warrants solely to Buyer that each product supplied under these Terms will, at the time of delivery, conform to Seller's written specifications during normal use and/or operation. Seller's sole and exclusive obligation, and Buyer's sole remedy for failure of any product to conform to the above warranty is, at the option of Seller, repair or replacement of the non-conforming product or a refund of the monies paid by Buyer for the non-conforming product. Buyer must notify Seller in writing promptly of any failure by a product to conform to the above warranty. Buyer will pay for shipping of any non-conforming product to Seller and Seller will pay for return shipping to Buyer. Seller shall not be liable for non-conforming product to the extent that: (1) the product is not maintained according to Seller's specifications, (2) the product fails, malfunctions, or is damaged as a result of improper handling, improper storage conditions (including, but not limited to, where applicable, temperature and humidity), installation, maintenance, removal, modification or repair, (3) the non-conformity is caused by casualty, abuse, or improper use, (4) the product is altered other than by Seller or with Seller's express written approval, (5) the product is installed, used, or configured other than as contemplated by the parties under the applicable Supply Agreement or at or in a place other than that contemplated by the parties under the applicable Supply Agreement, (6) the product is used, operated, or connected with a third-party good or service not expressly designated by Seller's documentation and specifications for the product, (7) any failure results from a design or specification supplied by Buyer.

11. Experimental or Pre-Commercial Products. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCT THAT IS DESIGNATED "EXPERIMENTAL," OR "PRE-COMMERCIAL".
12. Product Returns. Buyer may not return any product unless Seller approves in writing the return. Upon Seller's request, Buyer will provide to Seller samples of products alleged by Buyer to be eligible for return. All return documentation must contain Seller's Returned Materials Authorization ("RMA") number. Seller may refuse returned shipments not approved by Seller or not properly identified. The request for return approval must include serial number, part number, lot number, and date code (each as applicable), and full identification of products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Buyer retains title and assumes all risk of loss relating to products returned for repair or replacement until Seller completes repair or identifies products as replacements.
13. Disclaimers and Limitation of Liability. EXCEPT AS EXPRESSLY DESCRIBED IN SECTION 10, ALL GOODS AND SERVICES DELIVERED UNDER ANY SUPPLY AGREEMENT ARE SUPPLIED "AS IS" AND WITH ALL FAULTS. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS OR SERVICES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN ANY SUPPLY AGREEMENT OR OTHERWISE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF ANY GOOD OR SERVICE BY BUYER OR ANY CUSTOMER OR SUCCESSOR HOLDER (INCLUDING, BUT NOT LIMITED TO, ANY END USER) OF ANY GOOD OR SERVICE; BY THE PERFORMANCE OR FAILURE OF SELLER TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF SELLER; OR BY ANY OTHER CAUSE. IN NO EVENT WILL SELLER'S TOTAL LIABILITY TO BUYER FOR ANY CLAIM EXCEED THE SUM PAID TO SELLER BY BUYER FOR THE GOODS OR SERVICES SUPPLIED UNDER THE SUPPLY AGREEMENT IN CONNECTION WITH WHICH THE CLAIM ARISES. NO ACTION MAY BE BROUGHT BY BUYER FOR ANY BREACH OF THESE TERMS MORE THAN ONE YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.
14. Indemnification.
 - a) By Buyer. Buyer will defend, indemnify, and hold harmless Seller and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys'

fees) whatsoever that are incurred by or made against any indemnitee that arise out of or result from (i) the acts, omissions, negligence or misconduct of Buyer, (ii) any claim by any successor holder (including, but not limited to, any end user) of any of the products, or any other person or entity, related to the products sold by Seller, or the purchase, installation, or use of such products, or any undertakings, acts or omissions relating to such products, to the extent such claim is not based upon a breach of an express warranty of Seller, or (iii) any Buyer breach of any obligation in Section 17.

- b) By Seller. Seller will defend, indemnify, and hold harmless Buyer and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' fees) whatsoever that are incurred by or made against any indemnitee that allege that the products, or their use by an indemnitee as contemplated by a Supply Agreement or the applicable documentation, infringe upon a copyright or patent of a third party. Seller's obligations under this Section 14(b) will not apply to any goods or services (a) not supplied by Seller, (b) used in a manner not expressly authorized by a Supply Agreement or the applicable documentation, (c) to the extent made or modified in accordance with Buyer's specifications, (d) to the extent that the alleged infringement or misappropriation results from any customizations, modifications, alterations or changes not developed by Seller, (e) combined with other goods, services, processes, or materials where the alleged infringement would not exist but for such combination, (f) that is not the most current update, version, or release if infringement would have been avoided by use of the most current update, version, or release and Seller makes the same available to Buyer, (g) where Buyer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement, or (h) to the extent that the rights of any third party asserted with regard to goods or services were arise out of, or are connected with, claims (whether based in patent law or otherwise) to inventions, technologies, or methods that were in widespread unlicensed use by third parties as of the time the good or service was delivered to, or used by, Buyer or any affiliate of Buyer. Buyer will promptly give to Seller notice of, and all pertinent information related to, any claim, suit, or cause of action that might or does lead to an indemnification obligation and will, at Seller's request, grant to Seller exclusive control of the defense and/or settlement of any such claim, suit, or cause of action, subject only to Buyer's consent (not to be unreasonably withheld, delayed, or conditioned) with respect to any settlement that purports to bind a Buyer indemnitee where the settlement involves injunction or any admission of fault or liability by the Buyer Indemnitee.

15. Fail-Safe or Critical Operations. Seller's products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous or critical environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems, or

other application in which the failure of a product could lead to death, personal injury, or severe physical or environmental damage. Buyer will not use or permit to be used the purchased products for such fail-safe or critical applications, and further agrees to indemnify Seller and its employees, officers, directors, agents, affiliates, successors and assigns against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of any breach of Buyer's obligations in this Section 15.

16. Confidentiality. Buyer will, notwithstanding that any Supply Agreement may have terminated, keep in confidence and prevent the disclosure to any person all information and data disclosed to it by Seller that is marked confidential or by its nature ought to be considered confidential, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, and research and development. Notwithstanding the foregoing, Buyer will not be liable for disclosure of any confidential information if the same: (i) is or becomes readily ascertainable by the public by proper means without breach by Buyer of any obligation to Seller of confidentiality; (ii) is disclosed with the prior written approval of Seller; or (iii) becomes known to Buyer from a source other than Seller without breach of these Terms by Buyer or breach by the source of any obligation of confidentiality. Seller will have no obligation of confidentiality or non-use with respect to information that Seller receives from buyer unless such obligations are established in a separate written confidentiality agreement signed by Seller.
17. Intellectual Property. Except as expressly and particularly set forth in a separate written agreement signed by Seller, Buyer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, mask work, or other intellectual property right of Seller or that Seller creates, originates, discovers, or reduces to practice, or in which Seller acquires author or other rights, whether in consequence of these Terms, any Supply Agreement, any transaction or dealing between Seller and Buyer, or otherwise. Seller reserves all such rights to itself. The parties acknowledge that, absent a specific and separate written and signed agreement between the parties expressly granting rights to Buyer, no Supply Agreement is intended to require that Seller perform any development work for Buyer or create for Buyer any work of authorship, invention, or other matter in which proprietary rights exist.
18. Export Controls. Unless an appropriate license, exemption or similar authorization has been duly obtained, Buyer shall not, nor shall Buyer authorize or permit its employees, agents, successors or assigns to, export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Buyer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Buyer agrees and acknowledges that, to the extent applicable, these commodities and/or technology will be/were exported from Mexico, the United States or other country of origin solely in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction

of origin. Any diversion contrary to U.S. or other applicable law is prohibited.

19. End-of-Life Disposition. Buyer will, or will require Buyer's successor owner of the product(s) to, at Buyer's or the successor's own expense, properly dispose of the products according to any applicable law.
20. Governing Law; Jurisdiction; Venue; Severability. These Terms and all Supply Agreements will be governed by and construed in accordance with the laws of Mexico without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of [•] and Seller and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of any Supply Agreement is illegal or unenforceable, such provision will be reformed to, insofar as is possible, permit it to conform with applicable law and, in any case, the remaining provisions will continue in full force and effect.
21. Use of Products. Buyer shall use, and require its employees, contractors, and agents to use, all available safety precautions, in addition to any specifically set forth in any manuals, material safety data sheets, technical data sheets, instruction sheets, if any, furnished by Seller (or available from raw material suppliers) relating to Seller's products. If Buyer does not receive any required material safety data sheets for any product from Seller, Buyer will request them from Seller. If Buyer fails to strictly observe each and every one of the obligations set forth in this Section 21 or if Buyer's use of any of Seller's products is in violation of any standard or other applicable workplace law, regulation, or standard, Buyer will indemnify, defend, and hold harmless Seller and Seller and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, demands, damages, actions, and causes of action, as well as any and all liability, loss, or expense of any kind, including reasonable attorneys' fees arising from, connected with or in any way pertaining to any such failure by Buyer.
22. Notification. Buyer shall notify Seller promptly, and in any event within 30 days, after any accident or failure involving Seller's products that results in personal injury or damage to property and shall cooperate fully with Seller in investigating and determining causes of such accident or failure.
23. Attorneys' Fees and Costs. Buyer will pay Seller's reasonable attorneys' fees and other costs and expenses for any legal or equitable action undertaken by Seller to enforce these Terms or the provisions of any Supply Agreement.
24. Errors. Any and all typographical or clerical errors made by Seller in these Terms, in Seller's quotations or communications, or any Supply Agreement are subject to correction by Seller.
25. Force Majeure. Seller will not be liable for failure to deliver, or for delay in delivery

of, the products to the extent arising out of or related to causes beyond its reasonable control, including, without limitation, acts of God or of the public enemy, acts of any governmental authority, fires, floods, other casualties, severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor, embargoes, wars, riots, civil commotion, shortage of rail cars or semi-tractors and trailers, delays in transit, unavailability of transportation services, or inability to secure necessary materials (whether at all or at commercially reasonable prices). In no event will Seller be liable for any loss or damage, including in particular, direct, incidental, indirect, special, punitive or consequential damages (including loss of profits) due to any failure to deliver or delay in delivery. If Seller is wholly or partially unable to perform because of any cause beyond its reasonable control, Seller may allocate production and deliveries among Seller's customers or may terminate the Supply Agreement without any further liability to Buyer.

26. Remedies Cumulative. All rights and remedies of Seller under these Terms and any Supply Agreement are cumulative. No pursuit or receipt by Seller of any particular remedy will constitute an exclusive election of remedies and Seller will have the benefit of all remedies available at law, in equity, or otherwise.
27. Cross-Default. Any default by Buyer under any other agreement to which Seller or any Seller affiliate is a party will be a default by Buyer under these Terms and of each Supply Agreement. Such other agreements may, where applicable, be (but are not limited to), distributor or similar agreements.
28. Third Parties. Except for the indemnitees under the indemnification obligations contained in these Terms (each of whom is an express third-party beneficiary of such indemnification obligations), there are no third-party beneficiaries of any right or obligation under these Terms or any Supply Agreement.
29. Third-Party Terms. Under no circumstances will Seller be obliged or liable to Buyer or to any third party with respect to any representation, warranty, covenant, duty, or liability to any third party, whether as part of a "directed sourcing" arrangement or otherwise. Without limiting the foregoing, Seller expressly disclaims and rejects any obligation of any kind to comply with any terms or conditions of Buyer's direct or indirect customer(s), regardless of any obligation to such persons taken on by, and/or imposed upon, Buyer and regardless of whether Seller is aware of any such requirement upon Buyer. Seller will be liable to any third party, if at all, solely according to such separately negotiated, written, and signed agreement, if any, as Seller actually negotiates and executes with such third party.
30. ISO 9001 Certification. If, and to the extent that, Seller expressly agrees to meet at a minimum ISO 9001 requirements, Seller may elect to perform an annual second-party audit process conducted by qualified auditor and such process will, as between Buyer and Seller, satisfy any requirement of IATF 16949:2016 8.4.2.3.

31. Entire Agreement. Generally. These Terms, together with any specific terms contained in any Supply Agreement, any separate written and signed distributor agreement, and any separate written confidentiality agreement (collectively, the “Agreement”) represent the entire agreement between the parties with respect to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, statements, negotiations and undertakings between the parties, whether written or oral, with respect to the subject matter of this Agreement are superseded by this Agreement.
32. Purchase Orders and Other Ancillary Documents. No provision of any purchase order, order acknowledgement, or other transactional document exchanged by the parties that is inconsistent with these Terms will have any effect. Each party may freely accept, acknowledge, process, deliver upon, or otherwise deal with such documents, but the effect of doing so will be solely for administrative convenience without substantive effect.
33. Amendment. This Agreement may be amended solely by a writing signed by the party against which enforcement is sought.

TÉRMINOS Y CONDICIONES DE COMPRA

1. **Oferta y aceptación.** Cada orden de compra que Asahi Kasei Plastics Mexico, S.A. de C.V. o su filial (en cualquier caso, el "Comprador") emitan (cada una la "Orden de Compra"), junto con estos Términos y Condiciones de Compra, es la oferta del Comprador para comprar los bienes ("Bienes") y Servicios ("Servicios") identificados en esa Orden de Compra. Cada Orden de Compra, junto con estos Términos y Condiciones de Compra (es decir, estos "Términos") y cualesquier otros documentos incorporados específicamente en la Orden de Compra por el Comprador o de manera separada por escrito, tales como especificaciones, dibujos, requerimientos del cliente del Comprador, o requerimientos de calidad, son, de manera colectiva, un "Contrato de Suministro". Todas las ventas de parte del Vendedor al Comprador están condicionadas al consentimiento del Vendedor a los términos del Contrato de Suministro, de manera exclusiva e independiente a los términos o condiciones ofrecidos por el Vendedor. En caso de que estos Términos sean propuestos al Vendedor antes de que el Vendedor proponga sus términos y condiciones al Comprador, estos Términos son en lugar de cualesquier términos y condiciones presentadas por el Vendedor y el Comprador rechaza todos los términos y condiciones del Vendedor que sean adicionales o diferentes, sean dichos términos confirmatorios o de otra manera. Si el Comprador ofrece estos Términos después de la propuesta del Vendedor de otros términos y condiciones, ya sea como parte de una Orden de Compra generada por el Vendedor o de alguna otra forma, entonces la aceptación del Comprador de cualquier propuesta del Vendedor relacionada con los términos y condiciones del Vendedor está condicionada expresamente a la aceptación del Vendedor del Contrato de Suministro, incluyendo estos Términos, de manera exclusiva y excluyendo cualesquier términos y condiciones propuestas del Vendedor, sin considerar si estos Términos contienen términos adicionales a, o diferentes de, cualesquier términos propuestos por el Vendedor. La confirmación o reconocimiento del Vendedor de una Orden de Compra, los presentes Términos o un Contrato de Suministro, el comienzo del trabajo por parte del Vendedor, o la prestación del Vendedor de los Bienes y Servicios ordenados constituirá la aceptación del Vendedor de estos Términos y del Contrato de Suministro, de manera exclusiva.

2. **Facturas.** El Vendedor debe presentar las facturas claramente marcadas con el número de orden de compra del Comprador. Salvo que se establezca lo contrario de manera expresa en la Orden de Compra, el Comprador pagará todos los montos no refutados conforme a las facturas emitidas correctamente por el Vendedor dentro de 60 días después de la recepción de los Bienes y/o Servicios correspondientes a las facturas que apliquen.

3. **Precios.** Los precios contenidos en cada Orden de Compra son precios firmes que no están sujetos a cambios, sin considerar los precios de materiales, mano de obra o cualquier otro motivo. Los precios incluyen todos los costos de embalaje. El Vendedor declara y garantiza al Comprador que los precios y los términos establecidos en cualquier Contrato de Suministro son, por lo menos, tan favorables para el Comprador como los precios y/o términos que el Comprador ofrece o proporciona a cualquier otro de sus clientes para cada bien y servicio que sea similar a los Bienes y Servicios. En caso de que, y una vez que el Vendedor ofrezca o proporcione a cualquier tercero, precios y/o términos que sean más favorables que los precios y/o términos de un Bien o Servicio bajo algún Contrato de Suministro, el Vendedor notificará inmediatamente al Comprador dicho(s) precio(s) y/o término(s) más favorable(s) y dará al Comprador los precios y/o términos más favorables.

4. **Impuestos.** El Comprador no será responsable ante el Vendedor de, y el Vendedor no podrá cobrarle al Comprador, ningún impuesto relacionado con la prestación o la recepción de los Bienes y/o Servicios distintos de los impuestos cargados por una unidad gubernamental que exija de manera expresa al Vendedor que cobre dichos impuestos al Comprador. Cuando se cobren o carguen impuestos locales, estatales o federales, el Vendedor debe enlistar los impuestos por separado en cada factura.

5. **Términos de envío.** Salvo que se establezca lo contrario de manera expresa en una Orden de Compra, todas las entregas serán [n el domicilio de la empresa].

6. **Embalaje; Contenedores.** El Vendedor marcará explícitamente todos los contenedores, cajones, cajas y empaques con el número de orden del Comprador e incluirá listas de empaques con todos los envíos. La lista de empaque del último envío de una orden específica debe llevar de manera visible la nota "Orden Completada" u otra nota que signifique lo mismo. No marcar los Bienes comprados de manera correcta retrasará el pago hasta que el Comprador reciba la documentación correspondiente.

7. **Entregas.** El tiempo es fundamental en todos los cumplimientos del Vendedor establecidos en el Contrato de Suministro. Si el Vendedor no entrega a tiempo los Bienes o Servicios establecidos en un Contrato de Suministro, el Comprador puede, entre otros recursos, (1) exigir que el Vendedor realice el envío mediante entrega urgente u otro medio de envío rápido, cuyos gastos adicionales sean pagados por el Vendedor, o (2) cancelar todo o una parte del Contrato de Suministro. Si debido a que el Vendedor no pueda realizar las entregas en la forma o en el momento en que se especificó el Comprador considera necesario utilizar otros materiales en vez de los cubiertos en el Contrato de Suministro, el Vendedor pagará al Comprador cualquier gasto, pérdida o daño que haya sufrido el Comprador por dicho motivo. El Vendedor notificará oportunamente al Comprador de cualquier hecho o circunstancia de la cual el Vendedor tenga conocimiento o pudiera, dentro de lo razonable, tener conocimiento, de la cual podría esperarse un retraso en la entrega de los Bienes o Servicios bajo algún Contrato de Suministro. El Vendedor no puede enviar cantidades en exceso, a menos que lo haya autorizado expresamente el Comprador en un escrito firmado. Si el Vendedor envía cantidades en exceso no autorizadas, el Comprador puede regresarlas al Vendedor Libre a Bordo de la ubicación del Comprador. Si el Comprador conserva las cantidades en exceso no autorizadas, el Vendedor reembolsará al Comprador los costos razonables por el almacenamiento de cantidades en exceso no autorizadas y entregadas y, en cualquier caso, el riesgo de pérdida de los Bienes recaerá sobre el Vendedor. El Comprador no tiene necesidad de realizar inspecciones de llegada de los Bienes o Servicios y el Vendedor renuncia al derecho de exigir al Comprador que realice dichas inspecciones.

8. **Programas de Calidad.** El Vendedor participará en los programas de calidad y desarrollo del Comprador y cumplirá con todos los requerimientos y procesos de calidad que el Comprador especifique de tiempo en tiempo, incluyendo, sin limitación, el Manual de Control de Calidad de Proveedores de Asahi que esté vigente en ese momento.

9. **Inspección; Aceptación.** Todos los Bienes y Servicios, y las instalaciones en las que el Vendedor manufacture, procese o proporcione los mismos, están sujetas a inspección y/o prueba en cualquier momento o tiempo razonables, y en cualquier cantidad por parte del Comprador o el cliente o los clientes directos o indirectos del Comprador. Si dicha inspección y/o prueba es realizada en las instalaciones del Vendedor o del subcontratista o los subcontratistas del Vendedor, el Vendedor

proporcionará, sin cargo adicional, todas las facilidades y la asistencia que, dentro de lo razonable, requieran los inspectores. Dichas inspecciones y/o pruebas no liberarán al Vendedor de la obligación de llevar a cabo inspecciones y pruebas completas y adecuadas. La recepción y/o el pago de Bienes y Servicios no constituirá, por sí misma, la aceptación del Comprador de cualesquier Bienes o Servicios. Si un Bien o Servicio resulta defectuoso, el Comprador o sus clientes pueden rechazar dichos Bienes y/o Servicios o solicitar su reemplazo o corrección. El Comprador puede devolver todos los Bienes o Servicios rechazados al precio de factura del Vendedor, más todos los cargos de gestión y transportación. El Comprador puede, o puede hacer que un tercero, retrabaje, repare o corrija los Bienes o Servicios que no cumplan con las garantías contenidas en estos Términos, y el Vendedor deberá cubrir todos los costos de lo mismo. El Comprador puede rechazar todos los Bienes y Servicios si algunos de los Bienes o Servicios no cumplen con las garantías contenidas en estos Términos. El Comprador no tendrá la obligación de rechazar solo las unidades comerciales de los Bienes o Servicios.

10. **Garantías.** El Vendedor declara y garantiza al Comprador y a cada uno de los clientes y usuarios directos e indirectos del Comprador (a) que los Bienes y Servicios cumplirán de manera estricta con las especificaciones, dibujos, muestras o descripciones proporcionadas al o por el Comprador; (b) que los Bienes y Servicios son nuevos y de buena calidad y fabricación; (c) que los Bienes y Servicios estarán libres de defectos en diseño (a menos que, y solo en la medida en que, el Comprador haya proporcionado el diseño), materiales o manufactura; (d) que los Bienes y Servicios serán comercializables; (e) que los Bienes y Servicios serán adecuados para los fines específicos planeados por el Comprador y/o los clientes directos e indirectos del Comprador; (f) que los Bienes y Servicios cumplirán con todas las leyes, reglas y reglamentos ambientales, ocupacionales, de seguridad y salud que sean aplicables al diseño, función o uso de los Bienes y/o Servicios en cualquier jurisdicción en la que el Comprador informe al Vendedor; (g) que los Bienes que dentro de lo razonable vayan dirigidos probablemente a un usuario final casi en la misma forma en que fueron entregados al Comprador, deberán llevar adjuntas todas las leyendas y etiquetas de advertencia u otros avisos necesarios para evitar una reclamación por falta de advertencia de responsabilidad del producto en relación con los Bienes; y (h) que ninguno de los Bienes ni los Servicios, ni su posesión o uso por cualquier Parte Indemnizada del Comprador (término definido más adelante) según se contempla en un Contrato de Suministro, o según esté implícito en la naturaleza o el tipo de los Bienes y Servicios, infringirá, violará o utilizará de mala manera ningún derecho de propiedad intelectual, contrato u otro derecho de un tercero. El Vendedor deberá notificar inmediatamente al Comprador si existen errores en las especificaciones o dibujos proporcionados por el Comprador, en la medida en que el Vendedor tenga conocimiento de los mismos o que los haya descubierto algún fabricante, proveedor o comerciante de Bienes y Servicios de la misma clase, el cual esté calificado para determinarlos, dentro de lo razonable. El Vendedor garantiza además que cuenta con el título válido y comerciable de todos los Bienes y que el Vendedor entregará los Bienes libres de todo gravamen.

11. **Materiales peligrosos.** En caso de que algunos Bienes sean o contengan materiales identificados como peligrosos por cualquier ley ambiental o de salud y seguridad en el trabajo, el Vendedor etiquetará todos los Bienes como tales de manera ampliamente visible, y proporcionará al Comprador, antes de la entrega o simultáneamente con la entrega, todas las Hojas de Datos de Seguridad de Materiales y cualquier otra información necesaria para manejar y almacenar los Bienes de manera segura.

12. **Indemnización.** El Vendedor indemnizará, defenderá y mantendrá en paz y a salvo al Comprador y a los accionistas, consejeros, gerentes, funcionarios, empleados, agentes y clientes directos e indirectos del Comprador (cada uno denominado "Parte Indemnizada del Comprador") contra cualquier reclamación o demanda de terceros por lesiones o incluso la muerte de personas, daños a la propiedad, pérdida económica y cualesquier otros daños, pérdidas, costos y gastos (incluyendo los costos razonables de honorarios de abogados), independientemente de si la reclamación o demanda surge de la responsabilidad contractual, extracontractual, objetiva u otra teoría, en la medida en que haya sido causada o presuntamente causada por el diseño, manufactura o suministro defectuoso del Vendedor de los Bienes o Servicios, los actos u omisiones negligentes o deliberados del Vendedor respecto a su cumplimiento bajo el Contrato de Suministro, o cualquier otro hecho que, si fuera cierto, podría ser o sería prueba de un incumplimiento del Vendedor de alguna garantía bajo un Contrato de Suministro.

13. **Seguro.** El Vendedor obtendrá y mantendrá un seguro satisfactorio para el Comprador, dentro de lo razonable, el cual cubra la responsabilidad del Vendedor respecto a los artículos para los cuales la Sección 12 exige al Vendedor que indemnice a las Partes Indemnizadas del Comprador. El Vendedor también acuerda proporcionar un certificado de la compañía de seguros que compruebe que el Vendedor tiene una cobertura de seguros apropiada en las siguientes sumas como mínimo. Compensación de los trabajadores - requerimientos reglamentarios para el estado o los estados en los que debe realizarse el trabajo; responsabilidad del patrón - US \$1,000,000.00; seguro general de responsabilidad civil - lesiones físicas US \$1,000,000.00 por eventualidad y US \$2,000,000.00 como monto total; responsabilidad civil de automóvil - lesiones físicas US \$250,000.00 / US \$500,000.00 y daños a la propiedad US \$1,000,000.00. Dicho certificado debe establecer la suma de la cobertura, el número de la póliza y la fecha de vencimiento. El Vendedor hará que el Comprador sea nombrado asegurado adicional en cada póliza de seguro y hará que la(s) aseguradora(s) entregue(n) al Comprador un aviso con por lo menos 30 días de anticipación a cualquier vencimiento, terminación o reducción de dicho seguro. Para no dar lugar a dudas, ninguna parte de la presente Sección 13 reducirá las obligaciones del Vendedor bajo la Sección 12 o exigirá que el Comprador limite su recuperación en beneficio de, o el producto de, cualquier seguro.

14. **Derechos de Propiedad Intelectual.**

(a) **Propiedad Intelectual del Comprador.** El Comprador, mediante estos Términos o cualquier Contrato de Suministro, no transfiere al Vendedor ningún derecho sobre alguna idea, invento, mejora, proceso nuevo y útil, máquina, manufactura o composición de materia, mejora nueva y útil de lo mismo, diseño ornamental innovador de un artículo funcional, obra de autoría, patente, secreto comercial, marca registrada, marca de servicio, derechos de autor, derechos sobre los esquemas de trazado de circuitos integrados u otros derechos de propiedad intelectual ("Derecho de Propiedad Intelectual") del Comprador en la información, los documentos o bienes que el Comprador pone a disposición del Vendedor bajo un Contrato de Suministro o de alguna otra forma, aparte del derecho de utilizar los Derechos de Propiedad Intelectual del Comprador para producir y suministrar Bienes y Servicios al Comprador solamente.

(b) **Propiedad Intelectual del Vendedor.** En caso de que un Contrato de Suministro sea dado por terminado por una persona distinta al Vendedor debido al incumplimiento del Comprador, el Vendedor otorga al Comprador un derecho y licencia no exclusivos para hacer uso de y haber usado los Derechos de Propiedad Intelectual del Vendedor, para obtener de fuentes alternativas, productos y servicios similares a los Bienes y Servicios en la medida del volumen de los Bienes y Servicios que

- el Comprador haya podido haber ordenado conforme al Contrato o los Contratos de Suministro afectados.
- (c) **Derechos de Propiedad Intelectual generados durante el cumplimiento del Contrato de Suministro.** Si el Vendedor, durante el cumplimiento de un Contrato de Suministro, crea, descubre, inventa, genera o pone en práctica algo en lo que surjan o existan Derechos de Propiedad Intelectual, el Vendedor inmediatamente (i) notificará al Comprador dicha creación, descubrimiento, invento u obra de autoría y los Derechos de Propiedad Intelectual de los mismos, (ii) cederá al Comprador todos esos Derechos de Propiedad Intelectual, y (iii) cooperará con el Comprador (incluyendo, sin limitación a, poner a su disposición al personal del Vendedor para ayudar en la obtención de dicho derecho), corriendo a cuenta y costo del Comprador los gastos adicionales razonables, para obtener, garantizar, inscribir y perfeccionar dichos derechos sobre el Comprador.
- (d) **Violación.** El Vendedor indemnizará, defenderá y mantendrá en paz y a salvo a cada Parte Indemnizada del Comprador de todas y cada una de las reclamaciones, demandas, acciones, responsabilidades, pérdidas, daños y perjuicios, sanciones, intereses, gastos y costos, incluyendo los honorarios de abogados, dentro de lo razonable, que resulten de o se relacionen con cualquier violación real o supuesta de los Bienes o los Servicios (o la posesión o uso de los mismos por cualquier cliente directo o indirecto del Comprador) de un Derecho de Propiedad Intelectual de terceros, un derecho contractual o algún otro derecho.
15. **Cumplimiento de la Ley.** En el cumplimiento del Contrato de Suministro, el Vendedor cumplirá con todas las leyes, normas, reglas, órdenes, reglamentos o requisitos locales, estatales y federales que sean aplicables a cada Contrato de Suministro y/o al Vendedor. El Vendedor, a solicitud del Comprador, suministrará al Comprador dichos certificados de cumplimiento de la ley, incluyendo, sin limitación, los requisitos medioambientales del Cliente, y en la forma en que el Comprador lo solicite de tiempo en tiempo.
16. **Licencia; Permisos.** En donde el estado de derecho exija que el Vendedor o el proveedor de Bienes y Servicios cuenten con una licencia o permiso, el Vendedor obtendrá y mantendrá, en todo caso aplicable, dichas licencias y/o permisos. Cuando se deban entregar o prestar Bienes o Servicios en las instalaciones del Comprador (incluyendo, sin limitación, en caso de construcción sobre, o alteración de, un bien inmueble o instalación que requiera un permiso de edificación o similar), el Vendedor solicitará y hará que se emitan (ya sea a nombre del Comprador, Vendedor o algún otro), los permisos que se requieran para proporcionar los Bienes y Servicios requeridos.
17. **Actividades en las Instalaciones del Comprador.** El Vendedor hará que cada agente del Vendedor que entre a cualquier instalación del Comprador cumpla con todas las reglas del lugar de trabajo y los requerimientos de seguridad del Comprador.
18. **Cambios.** El Comprador se reserva el derecho a realizar cambios en los dibujos y especificaciones de los Bienes o Servicios en cualquier momento. Si alguna diferencia real da como resultado algún costo para el Vendedor, deberán ajustarse los precios de manera equitativa, siempre y cuando el Vendedor realice una reclamación por escrito del ajuste dentro de 10 días posteriores a la recepción de los cambios propuestos. Cada Contrato de Suministro también está sujeto a cambio, modificación o cancelación por parte del Comprador en caso de incendio, accidentes, huelgas, actos de gobierno, casos fortuitos o reducciones en órdenes por parte de los clientes del Comprador, o cualesquier otras condiciones o eventos que estén fuera del control del Comprador para efectos comerciales, dentro de lo razonable.
19. **Plazo y terminación.**
- (a) **En general.** Cada Contrato de Suministro seguirá vigente por el plazo especificado en el Contrato de Suministro (cuyo plazo puede especificarse como vida de la plataforma, vida del producto, cantidad o por otros medios) a menos que el Comprador lo dé por terminado de manera anticipada mediante un aviso al Vendedor (con no menos de 30 días de anticipación). En la terminación de un Contrato de Suministro, el Vendedor brindará asistencia al Comprador para localizar una fuente alternativa para los Bienes y Servicios y mover la producción a la fuente alternativa seleccionada por el Comprador.
- (b) **Terminación por incumplimiento del Vendedor.**
- (i) El Comprador puede cancelar y dar por terminado inmediatamente, ya sea en su totalidad o en parte, cualquier Contrato de Suministro en caso de que:
- (A) El Vendedor no pueda pagar sus deudas conforme se vuelvan vencidas y pagaderas;
 - (B) Se nombre un síndico o custodio o agente similar para el Vendedor o para alguna parte importante del negocio del Vendedor;
 - (C) El Vendedor realice una cesión general a beneficio de los acreedores;
 - (D) El Comprador requiera de una garantía adecuada respecto al cumplimiento por parte del Vendedor y el Vendedor no pueda entregar al Comprador la garantía adecuada de cumplimiento antes del día veintimás posterior a dicho requerimiento o, si es antes considerando las circunstancias, un tiempo razonable posterior al requerimiento; o
 - (E) El Vendedor incumpla considerablemente cualquiera de sus obligaciones bajo algún Contrato de Suministro (ya sea el Contrato de Suministro sujeto a terminación o cualquier otro Contrato de Suministro) o cualquier otro acuerdo entre el Comprador y el Vendedor y no subsane dicho incumplimiento dentro de 10 días después de haber sido notificado de dicho incumplimiento.
- (ii) En caso de terminación de un Contrato de Suministro o porción del mismo por parte del Comprador debido a un incumplimiento del Vendedor, el Comprador cuenta con, además de la terminación, todos los recursos disponibles en derecho o equidad.
20. **Propiedad del Comprador; Comodato.** Todos los suministros, materiales, herramientas, soportes, troqueles, manómetros, accesorios, moldes, patrones, equipos y demás bienes adquiridos por el Comprador al Vendedor, suministrados por el Comprador al Vendedor, pagados por el Comprador, o por los cuales el Comprador le reembolsa al Vendedor (la "Propiedad del Comprador") serán y seguirán siendo en todo momento propiedad del Comprador. EL COMPRADOR NO REALIZA NINGUNA DECLARACIÓN O GARANTÍA EN ABSOLUTO RESPECTO A LA PROPIEDAD DEL COMPRADOR Y PROPORCIONA LA PROPIEDAD DEL COMPRADOR "COMO ESTÁ Y DONDE ESTÁ". El Vendedor no permitirá que se constituya ningún gravamen o reclamación de terceros de ningún tipo sobre la Propiedad del Comprador. El Vendedor segregará apropiadamente la Propiedad del Comprador y marcará y/o etiquetará de manera visible toda la Propiedad del Comprador como tal. El Vendedor, por su cuenta y a su cargo, asegurará a beneficio del Comprador y en su valor total de reemplazo toda la Propiedad del Comprador que esté en manos o bajo el control del Vendedor.
- El Vendedor no podrá utilizar la Propiedad del Comprador para ningún otro fin que no sea el cumplimiento del Contrato de Suministro para el Vendedor y, en ningún caso, utilizará ninguna parte de la Propiedad del Comprador para su beneficio o a beneficio de un tercero. El Vendedor no puede mover la Propiedad del Comprador de la ubicación inicial del Vendedor a donde se entregó la Propiedad del Comprador, salvo con las instrucciones expresas por escrito y firmadas del Comprador. El Comprador puede entrar a las instalaciones del Vendedor en cualquier momento, dentro de lo razonable, para inspeccionar y/o tomar toda la Propiedad del Comprador y los registros del Vendedor respecto a la misma. El Vendedor acordará con cualquier arrendador o tercero el acceso necesario a cualesquier instalaciones respecto a las cuales dicho tercero pueda limitar o limite el acceso. En la conclusión del Contrato de Suministro o una parte del mismo o la cancelación o terminación por cualquier motivo, el Vendedor deberá:
- (a) Mantener y proteger toda la Propiedad del Comprador respecto de la cual el Comprador no haya dado instrucciones de su disposición, sin cargo alguno por dicho servicio y almacenamiento; y
 - (b) En la recepción de las instrucciones del Comprador para hacer la entrega de la Propiedad del Comprador al Comprador o a la persona designada del Comprador, entregar la Propiedad del Comprador inmediatamente conforme a las instrucciones.
21. **Mano de obra.** El Vendedor notificará al Comprador la fecha de vencimiento del contrato por lo menos seis meses antes del vencimiento de un contrato vigente de mano de obra, que cubra a los empleados del Vendedor o a los empleados de los principales proveedores del Vendedor, el cual no haya sido extendido o reemplazado. El Comprador podrá, a partir de ese momento, dar instrucciones al Vendedor para que manufacture hasta 60 días de inventario adicional de Bienes, especificando las cantidades de los Bienes requeridos y cualesquier requerimientos de embalaje y almacenamiento, y el Vendedor cumplirá con la instrucción dada por el Comprador.
22. **Información Confidencial.** El Vendedor mantendrá en confidencialidad y evitará la divulgación a terceros de toda la información y los datos que el Comprador le haya divulgado o de los cuales el Vendedor haya obtenido conocimiento por parte del Comprador, en cualquier caso, que no puedan ser confirmados por el público a través de medios adecuados, sin limitación, no obstante, a cotizaciones, planes de negocio, técnicas tecnológicas, impresiones, inventos e información sobre desarrollo e investigación.
23. **Condición acumulativa de los recursos legales.** Cada recurso del Comprador es acumulativo con cada otro recurso contenido en cada Contrato de Suministro y con todos los demás recursos disponibles al Comprador, conforme a derecho o equidad y de alguna otra manera, y el hecho de que el Comprador no busque ningún recurso en particular constituirá una elección exclusiva del Comprador de cualquier recurso específico.
24. **Cesión; Terceros.** El Vendedor no podrá ceder o subcontratar sus obligaciones o responsabilidades bajo ningún Contrato de Suministro, sin el previo consentimiento por escrito del Comprador. El Comprador podrá ceder libremente sus derechos y obligaciones bajo cualquier Contrato de Suministro o parte del mismo y, por consiguiente, el Comprador no será responsable de ninguna obligación que surja después de la fecha de la cesión. El Comprador puede, a su elección, permitir a uno o más de sus filiales que compren Bienes o Servicios conforme a cualquier Contrato de Suministro, y dichas compras por parte de las filiales del Comprador serán solamente por cuenta de cada filial del Comprador. De manera que, el Comprador no tendrá ninguna responsabilidad respecto a un incumplimiento por parte de alguna filial del Comprador en relación con dichas compras de las filiales del Comprador. Todas las Partes Indemnizadas del Comprador son beneficiarios terceros expresas de todas las obligaciones y garantías de indemnización del Vendedor conforme a los presentes Términos y cualquier Contrato de Suministro. No hay otros beneficiarios terceros de ningún derecho u obligación bajo ningún Contrato de Suministro.
25. **Aduanas.** Los créditos o beneficios transferibles relacionados con los Bienes y/o Servicios comprados, incluyendo créditos comerciales, créditos de exportación o derechos para el reembolso de cuotas, impuestos o tarifas, pertenecen al Comprador, salvo que la ley lo prohíba. El Vendedor proporcionará al Comprador toda la información y registros relacionados con los Bienes y/o Servicios que sean necesarios para que el Comprador: (1) reciba estos beneficios, créditos y derechos, (2) cumpla con cualesquier obligaciones aduanales, requerimientos de etiquetado o marcado de origen y requerimientos de reporte de contenido local o certificación, (3) solicite un tratamiento arancelario preferencial conforme a los regímenes aplicables de tratamiento preferencial, y (4) participe en algún programa de zona de libre comercio o diferimiento de aranceles del país de importación. El Vendedor obtendrá todas las licencias y autorizaciones de exportación y pagará todos los impuestos, cuotas y aranceles de exportación, salvo que se establezca lo contrario en un Contrato de Suministro, en cuyo caso el Vendedor proporcionará toda la información y los registros necesarios para que el Comprador pueda obtener esas licencias y autorizaciones de exportación. Para todos los Bienes y/o Servicios cubiertos por los presentes Términos o algún Contrato de Suministro, el Vendedor deberá proporcionar al Comprador, a solicitud del Comprador de tiempo en tiempo, un certificado de origen actualizado que cumpla con las disposiciones del Tratado de Libre Comercio de América del Norte o cualquier tratado similar o precepto legal.
26. **Limitación de Responsabilidad.** EL COMPRADOR NO SERÁ RESPONSABLE BAJO NINGUNA CIRCUNSTANCIA CON BASE EN EL PRESENTE CONTRATO O DE ALGUNA OTRA FORMA DE (A) DAÑOS Y PERJUICIOS INCIDENTALES, EMERGENTES, ESPECIALES, PUNITIVOS U OTROS INDIRECTOS O (B) DE DAÑOS Y PERJUICIOS SUPERIORES AL PRECIO DE LOS BIENES O SERVICIOS QUE ESTÁN SUJETOS A LA RECLAMACIÓN. ESTAS LIMITACIONES DE RESPONSABILIDAD APLICAN AUNQUE PUEDAN CAUSAR QUE ALGÚN RECURSO NO CUMPLA CON SU PROPÓSITO FUNDAMENTAL Y, NO OBSTANTE, QUE EL COMPRADOR SUPIERA O DEBIERA HABER TENIDO CONOCIMIENTO DE LA POSIBILIDAD DE DICHOS DAÑOS Y PERJUICIOS.
27. **Disposiciones generales.**
- (a) **Ley aplicable; Jurisdicción; Fuero.** Los presentes Términos y todos los Contratos de Suministro serán regulados por e interpretados de conformidad con la ley del estado de Querétaro, México, independientemente de sus disposiciones de conflicto de ley. La Convención de las Naciones Unidas para los Contratos de Compraventa Internacional no serán aplicables a estos Términos o a cualquier Contrato de Suministro. Cualquier acción o reclamación que resulte de o se relacione con estos Términos o los Contratos de Suministro podrá ser interpuesta solo ante los tribunales del estado de Querétaro, México, y el Vendedor y el Comprador otorgan su consentimiento de manera irrevocable a la jurisdicción y el fuero de dichos tribunales.

- (b) Publicidad. El Vendedor no promocionará o divulgará al público de alguna otra manera su relación con el Comprador o los clientes del Comprador, sin el consentimiento previo por escrito del Comprador, salvo que sea necesario para cumplir con el Contrato de Suministro o que la ley lo estipule.
- (c) Derechos de auditoría. El Vendedor mantendrá, por lo menos tres años después de la conclusión de cada Contrato de Suministro, los registros necesarios para corroborar los montos cobrados al Comprador bajo dicho Contrato de Suministro. El Comprador y sus representantes pueden auditar dichos registros en la medida en que sea necesario para verificar que las facturas del Vendedor y cualesquier pagos al Vendedor estén establecidas en el Contrato de Suministro. Toda auditoría será realizada a cuenta y costo del Comprador (pero será reembolsada por el Vendedor si la auditoría revela errores importantes en las sumas cobradas), en tiempos razonables, y en el lugar usual de negocios del Vendedor.
- (d) Relación de las partes. El Comprador y el Vendedor son contratistas independientes, y ninguna sección del Contrato de Suministro convierte a una de las partes en el agente o representante legal de la otra para ningún fin. Ninguna parte tiene la autoridad de asumir o crear alguna obligación en representación de la otra parte.
- (e) Renuncia. La falta de insistencia en el cumplimiento de alguna obligación por parte del Comprador, o en el ejercicio de algún derecho o privilegio, o la renuncia del Comprador a alguna obligación, no deberá considerarse una renuncia a los otros términos, condiciones, derechos o privilegios, o de los mismos términos, condiciones, derechos o privilegios en una situación distinta.
- (f) Independencia de las cláusulas. Si alguna disposición de un Contrato de Suministro es invalidada o inejecutable en alguna jurisdicción, dicha invalidez o inejecutabilidad no afectará la validez o ejecutabilidad de cualquier otra disposición de un Contrato de Suministro o la validez o ejecutabilidad de esa disposición en cualquier otra jurisdicción.
- (g) Aviso. Todo aviso que se requiera o permita entregar conforme al presente Contrato deberá realizarse por escrito y se considerará válido (a) si se realiza mediante entrega personal, en el momento de su entrega en persona o (b) mediante un servicio de correo o de mensajería reconocido nacionalmente (en todo caso que cuente con servicio de rastreo en tiempo real o tiempo real aproximado), al momento en que se entregue el aviso (o el intento de entrega del aviso, aunque se haya rechazado la entrega) a las instalaciones del receptor de conformidad con los registros de rastreo del servicio postal o de mensajería. Los domicilios para notificación de cada una de las partes son los que se especifican en la Orden de Compra, a la atención del Departamento Legal. Cualquiera de las partes puede cambiar su domicilio para notificaciones entregando a la otra parte un aviso de cambio de domicilio.
- (h) Condición acumulativa de los recursos legales. Cada recurso del Comprador es acumulativo y el hecho de que el Comprador no busque algún recurso en particular se considerará una elección de ese recurso de manera exclusiva. Toda reclamación, demanda o acción que resulte de cualquier incumplimiento del Comprador conforme a estos Términos o cualquier Contrato de Suministro debe iniciarse dentro de seis meses después que haya surgido la causa de acción o deberá renunciarse a la misma para siempre.
- Parte redactora. Ninguna regla que exija que la interpretación de algún lenguaje sea contraria a la parte redactora aplicará a la interpretación de estos Términos.
- (i) Acuerdo absoluto. Cada Contrato de Suministro constituye el acuerdo absoluto entre las partes en relación con su objeto, y cada Contrato de Suministro sustituye a todas las declaraciones o acuerdos orales o escritos previos entre las partes respecto al objeto de ese Contrato de Suministro, incluyendo, sin limitación, cualquier cotización del Vendedor, salvo que el Comprador la incluya específicamente en un Contrato de Suministro en un escrito firmado. Ningún término, condición o acuerdo que pretenda modificar los términos de algún Contrato de Suministro será obligatorio, salvo que la parte que deba cumplir dicha ejecución lo especifique así en un escrito firmado por dicha parte.

TERMS AND CONDITIONS OF PURCHASE

1. **Offer and Acceptance.** Each purchase order that Asahi Kasei Plastics Mexico, S.A. together with these Terms and Conditions of Purchase, is Buyer's offer to purchase the goods ("Goods") and Services ("Services") identified in that Purchase Order. Each Purchase Order, together with these Terms and Conditions of Purchase (these "Terms"), and any other documents specifically incorporated into the Purchase Order by Buyer or separately agreed to in writing, such as specifications, drawings, requirements of Buyer's customer, or quality requirements, are, collectively, a "Supply Agreement." All sales by Seller to Buyer are conditional on Seller's assent to the terms of the Supply Agreement exclusively and without regard for any Seller-proffered terms or conditions. If these Terms are first tendered to Seller before Seller tenders Seller's terms and conditions to Buyer, these Terms are in lieu of any terms and conditions later submitted by Seller and Buyer rejects all additional or different terms and conditions of Seller, whether confirmatory or otherwise. If Buyer tenders these Terms after the tender by Seller of other terms and conditions, whether as part of a Seller-generated purchase order or otherwise, then Buyer's acceptance of any offer by Seller associated with Seller's terms and conditions is expressly conditioned upon Seller's acceptance of the Supply Agreement, including these Terms, exclusively and to the exclusion of any proffered Seller terms or conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms proffered by Seller. Seller's confirmation or acknowledgement of a Purchase Order, these Terms, or a Supply Agreement, Seller's commencement of performance, or Seller's tendering of Goods or Services ordered will constitute Seller's acceptance of these Terms, and of the Supply Agreement, exclusively.
 2. **Invoices.** Seller must submit invoices plainly marked with Buyer's purchase order number. Except as otherwise expressly stated in a Purchase Order, Buyer will pay all undisputed amounts under Seller's properly-issued invoices within 60 days after receipt of the Goods and/or Services to which the invoice applies.
 3. **Pricing.** The prices contained in each Purchase Order are firm prices that are not subject to change, regardless of materials prices, the prices of labor, or any other causes. Pricing includes all packing costs. Seller represents and warrants to Buyer that the prices and terms stated in any Supply Agreement are at least as favorable to Buyer as any prices and/or terms that Buyer offers or provides to any other customer of Buyer for each good and service that is similar to the Goods and Services. If and when Seller offers or provides to any third party prices and/or terms that are more favorable than the prices all and/or terms with respect to a Good or Service under any Supply Agreement, Seller will immediately notify Buyer of such more favorable price(s) and/or term(s) and give to Buyer the more favorable price(s) and/or term(s).
 4. **Taxes.** Buyer will not be liable to Seller for, and Seller may not collect from concurrent Buyer, any taxes associated with the provision or receipt of the Goods and/or Services other than taxes imposed by a governmental unit that expressly requires Seller to collect such taxes from Buyer. Whenever federal, state, or local taxes are charged or collected, Seller must list taxes separately on each invoice.
 5. **Shipping Terms.** Unless otherwise expressly stated in a Purchase Order, all prices for are [*].
 6. **Packing; Containers.** Seller will plainly mark all containers, crates, boxes, and packages with Buyer's order number and include packing lists with all shipments. The packing list for the last shipment for a particular order must conspicuously bear the notation "Order Completed" or another notation to that effect. Failure to properly mark purchased Goods will delay payment until Buyer receives proper documentation.
 7. **Deliveries.** Time is of the essence in all of Seller's performances under any Supply Agreement. If Seller fails to timely deliver any goods or services provided for in a Supply Agreement, Buyer may, among its other remedies, (1) require that Seller indemnify by express or other more rapid means of delivery, any additional expense to be paid by Seller, or (2) cancel all or any part of the applicable Supply Agreement. If, by reason of Seller's failure to make deliveries as or when specified, Buyer finds it necessary to use other articles of material in place of those covered by a Supply Agreement, Seller will pay Buyer whatever expense, loss, or damage Buyer sustains by reason thereof. Seller will promptly give notice to Buyer of any fact or circumstance of which Seller is aware or of which Seller could, with reasonable diligence, be aware, that could reasonably be expected to delay any delivery of Goods or Services under any Supply Agreement. Seller may not ship excess quantities unless expressly authorized by Buyer in a signed writing. If Seller ships unauthorized excess quantities, Buyer may ship the same back to Seller FOB Buyer's location of, if Buyer retains the unauthorized excess quantities, Seller will reimburse Buyer for the reasonable costs of storing any unauthorized excess quantities delivered and, in any case, risk of loss to the Goods will remain with Seller. Buyer need not perform incoming inspections of any Goods or (a) Services and Seller waives any right to require Buyer to conduct any such inspections.
 8. **Quality Programs.** Seller will participate in Buyer's supplier quality and development program(s) and comply with all quality requirements and procedures that Buyer specifies from time to time including, but not limited to, Asahi's then-current Supplier Quality Assurance Manual.
 9. **Inspection; Acceptance.** All Goods and Services, and the facilities at which Seller manufactures, processes, or provides the same, are subject to inspection and/or test at any reasonable time or place, and in any quantity by Buyer or Buyer's direct or indirect customer(s). If any such inspection and/or test is made on Seller's premises or the premises of Seller's subcontractor(s), Seller will furnish, without additional charge, all reasonable facilities and assistance required by the inspectors. Such inspections and/or tests shall not relieve Seller of the obligation to make full and adequate inspections and tests. Receipt of, and/or payment for, Goods and Services will not itself constitute acceptance by Buyer of any Goods or Services. If a Good or Service is defective, the Buyer or its customers may reject such Goods and/or Services or require their replacement or correction. Buyer may return all rejected Goods or Services at Seller's invoice price plus all transportation charges and handling expenses. Buyer may, or may cause a third party to, rework, repair, or correct, any Goods or Services that fail to conform to the warranties contained in these Terms and Seller shall bear all costs thereof. Buyer may reject all Goods and Services if any of the Goods or Services do not conform to the warranties contained in these Terms and Buyer will have no obligation to reject only commercial units of the Goods or Services.
 10. **Warranties.** Seller represents and warrants to Buyer and to each of Buyer's direct and indirect customers and users (a) that the Goods and Services will conform strictly to the specifications, drawings, samples or descriptions furnished to or by Buyer; (b) that the Goods and Services will be free of defects in design (unless, and then only to the extent that, Buyer provided the design), materials, or manufacture; (c) that the Goods and Services will be merchantable; (d) that the Goods and Services will be fit for the particular purposes intended by Buyer and/or Buyer's direct and indirect customers; (e) that the Goods and Services will comply with all applicable environmental, occupational, safety, health and other laws, rules, and regulations applicable to the design, function, or use of the Goods and/or Services in any jurisdiction of which Buyer informs Seller; (g) any Goods that are reasonably likely to go to an end user's hands in substantially the same form as when delivered to Buyer will have attached all warning labels, tags, or other notices necessary to avoid a failure-to-warn claim of product liability with respect to the Goods; and (h) neither the Goods nor the Services, nor their possession or use by any Buyer Indemnitee (defined below) as contemplated by a Supply Agreement or as implied by the nature or character of the Goods and Services, will infringe upon, violate, or misappropriate any intellectual property, contract, or other right of a third party. Seller shall immediately notify Buyer of any errors in specifications or drawings provided by Buyer to the extent that Seller is aware of same or that a reasonably skilled manufacturer, provider, or merchant of goods and services of the kind should have discovered. Seller further warrants that it has merchantable title to Goods and that Seller will deliver all Goods free and clear of liens and encumbrances.
 11. **Hazardous Materials.** If any Goods are, or contain, materials that are identified by any workplace health or safety or environmental law as hazardous, Seller will prominently label the Goods as such and will provide to Buyer, before delivery or with delivery, all Material Safety Data Sheets and any other information necessary to handle and store the Goods safely.
 12. **Indemnification.** Seller will indemnify, defend, and hold harmless Buyer and Buyer's equityholders, directors, managers, officers, employees, agents, and direct and indirect customers (each a "Buyer Indemnitee") against any third-party claim or demand for injury or death of persons, property damage, economic loss, and any other damages, losses, costs, and expenses (including reasonable legal fees), regardless of whether the claim or demand arises under tort, contract, strict liability, or other theory, to the extent caused or alleged to have been caused by Seller's defective design, manufacture, or provision of Goods or Services, Seller's willful or negligent acts or omissions in its performance under a Supply Agreement, or any other fact that, if true, would be, or be evidence of, a breach by Seller of any warranty under a Supply Agreement.
 13. **Insurance.** Seller will procure and maintain insurance reasonably satisfactory to Buyer covering Seller's liability for the items for which Section 12 requires Seller to indemnify the Buyer Indemnitees. Seller further agrees to furnish an insurance carrier's certificate showing that Seller has adequate insurance coverage in the following minimum amounts. Workers' compensation - statutory requirements for state or states in which work is to be performed; employer's liability - \$1,000,000.00; general liability - bodily injury \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate; automobile liability - bodily injury \$250,000.00/500,000.00 and property damage \$1,000,000.00. Said certificate must set forth the amount of coverage, number of policy and date of expiration. Seller will cause Buyer to be named additional insured on each such policy insurance and will cause the insurer(s) to give to Buyer at least 30 days' notice of any expiration, termination, or reduction of such insurance. For the avoidance of doubt, nothing in this Section 13 will reduce Seller's obligations under Section 12 or require that Buyer limit its recovery to the benefit of, or proceeds of, any insurance.
 14. **Intellectual Property Rights.** Seller does not by these Terms or any Supply Agreement transfer to Seller any right in any idea, invention, improvement, new and useful process, machine, manufacture, or composition of matter, new and useful improvement thereof, novel ornamental design of a functional item work of authorship, patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right ("Intellectual Property Right") of Buyer in information, documents, or property that Buyer makes available to Seller under a Supply Agreement or otherwise, other than the right to use Buyer's Intellectual Property Rights to produce and supply Goods and Services solely to Buyer.
- (b) **Seller's Intellectual Property.** If a Supply Agreement is terminated other than by Seller for Buyer's breach, Seller grants to Buyer a non-exclusive right and license to use and have used Seller's Intellectual Property Rights to obtain from alternate sources products and services similar to the Goods and Services to the extent of the

- volume of Goods and Services that Buyer could have ordered under the affected Supply Agreement(s).
- (c) **Intellectual Property Rights Generated in Performance of Supply Agreement.** If Seller, in the course of performance under a Supply Agreement, creates, discovers, invents, generates, or reduces to practice anything in which Intellectual Property Rights arise or exist, Seller will immediately (i) give notice to Buyer of the creation, discovery, invention, or work of authorship and the Intellectual Property Rights therein, (ii) assign to Buyer all such Intellectual Property Rights, and (iii) cooperate with Buyer (including, but not limited to, by making available Seller personnel to assist in prosecution of such rights), at Buyer's expense for reasonable out-of-pocket costs, in prosecuting, securing, registering, and perfecting such rights in Buyer.
- (d) **Infringement.** Seller will indemnify, defend, and hold harmless each Buyer Indemnitee from and against all claims, suits, actions, liabilities, losses, damages, penalties, interest, costs, and expenses, including reasonable legal fees, arising out of, or relating to, any actual or alleged infringement by the Goods or the Services (or the possession or use thereof by any direct or indirect customer of Buyer) of a third-party Intellectual Property Right, contract right, or other right.
15. **Compliance with Law.** In the performance of all Supply Agreements, Seller will comply with all federal, state, and local laws, ordinances, rules, orders, regulations or requisitions that are applicable to each Supply Agreement and/or to Seller. Seller will, upon Buyer's request, furnish to Buyer such certificates of compliance with the same, including, but not limited to, Customer environmental requirements, and in such form, as Buyer from time to time requires.
16. **Licensure; Permits.** Where a rule of law requires that the seller or provider of Goods or Services possess any license or permit in order to do so, Seller will, at all applicable times, procure and maintain such licenses and/or permits. Where Goods or Services are to be delivered or rendered on Buyer's premises (including, but not limited to, in the case of construction on, or alteration of, real property, or installation requiring a building or similar permit), Seller will apply for, and cause to be issued (whether to Buyer, Seller, or otherwise), such permits as are required to provide the Goods and Services as required.
17. **Activities at Buyer's Facilities.** Seller will cause each agent of Seller to enter any facility of Buyer to comply with all workplace rules and security requirements of Buyer.
18. **Changes.** Buyer reserves the right at any time to make changes in drawings and specifications as to any Goods or Services. If any actual difference in cost to Seller results, the applicable price(s) shall be equitably adjusted, provided that Seller makes a written claim for adjustment within 10 days after first receiving the proposed changes. Each Supply Agreement is also subject to change, modification, suspension, or cancellation by Buyer in the event of fire, accidents, strikes, government acts, acts of God, curtailments, or reductions in orders by Buyer's customers, or any other conditions or events beyond Buyer's commercially reasonable control.
19. **Term and Termination.**
- (a) **Generally.** Each Supply Agreement will remain in effect for the term specified in the Supply Agreement (which term may be specified as a platform life, product life, quantity, or by other means) unless earlier terminated by Buyer by reasonable (but not less than 30 days') notice to Seller. Upon termination of a Supply Agreement, Seller will assist Buyer in locating an alternative source for the Goods and Services and in moving production to the alternate source selected by Buyer.
- (b) **Termination for Seller's Default.**
- (i) Buyer may forthwith cancel and terminate, in whole or in part, any Supply Agreement in the event that:
- (A) Seller becomes unable to pay its debts as they become due;
- (B) A receiver or similar custodian or agent is appointed for Seller or any material part of Seller's business;
- (C) Seller makes an assignment generally for the benefit of creditors;
- (D) Seller becomes entitled to demand adequate assurance of performance and Buyer fails to deliver to Buyer adequate assurance of performance by the earlier of the twentieth day after such demand or, if shorter considering the circumstances, a reasonable time after demand; or
- (E) Seller materially defaults under any of its obligations under any Supply Agreement (whether the Supply Agreement that is the subject of termination or any other Supply Agreement) or any other agreement between Buyer and Seller and fails to cure such default within 10 days after receipt of notice of such default.
- (ii) In the event of termination of a Supply Agreement or part thereof by Buyer for Seller's default, Buyer may, in addition to termination, have any and all other remedies available at law or in equity.
20. **Buyer Property; Bailment.** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, other property purchased by Buyer from Seller, furnished by Buyer to Seller, paid for by Buyer, or for which Buyer reimburses Seller ("Buyer Property") shall at all times be and remain the property of Buyer. BUYER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO BUYER'S PROPERTY AND PROVIDES BUYER'S PROPERTY "AS IS AND WHERE IS." Seller will not permit any third-party encumbrance or claim of any kind to attach to any Buyer Property. Seller will appropriately segregate Buyer Property and prominently mark and/or tag all Buyer Property as being the property of Buyer. Seller will, at its own expense, insure for the benefit of Buyer to its full replacement value, all Buyer Property in Seller's possession or control. Seller may not use any Buyer Property for any purpose other than Seller's performance of a Supply Agreement for Seller and, in any case, Seller may not use any Buyer Property for its own benefit or the benefit of any third party. Seller may not move any Buyer Property from the initial Seller location to which the Buyer Property is delivered except on the express written and signed instructions of Buyer. Buyer may enter onto Seller's premises at any reasonable time to inspect and/or take all Buyer Property and Seller's records with respect thereto. Seller will arrange with any landlord or other third party any access necessary to any premises over which any such third party may or does limit access. Upon completion of Supply Agreements or parts thereof or their cancellation or termination for whatever cause, Seller shall:
- (a) Hold and protect all Buyer Property pending instructions from Buyer as to disposition of the same, free of all charges for such service and storage; and
- (b) Upon receiving instructions from Buyer to deliver the Buyer Property to Buyer or Buyer's nominee, promptly deliver the Buyer Property as instructed.
21. **Labor.** Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current labor contract covering Seller's employees or the employees of Seller's principal suppliers that has not been extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 60 days of additional inventory of Goods, specifying the quantities of Goods required and any packaging and storage requirements, and Seller will comply with such direction by Buyer.
22. **Confidential Information.** Seller will keep in confidence and prevent the disclosure to any third party all information and data disclosed to it by Buyer or that Seller learns from Buyer, in either case that is not readily ascertainable by the public by proper means, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, and information about research and development.
23. **Remedies Cumulative.** Each remedy of Buyer is cumulative with each other remedy contained in each Supply Agreement and with all other remedies available to Buyer at law, in equity, and otherwise, and no pursuit by Buyer of any particular remedy will constitute an exclusive election by Buyer of any particular remedy.
24. **Assignment; Third Parties.** Seller may not assign or subcontract its duties or responsibilities under any Supply Agreement without the prior written consent of Buyer. Buyer may freely assign its rights and obligations under any Supply Agreement or part thereof and, thereupon, Buyer will have no liability for any obligation that arises after the date of the assignment. Buyer may, at its option, permit one or more of its affiliates to purchase Goods or Services under any Supply Agreement, any such purchases by Buyer's affiliates will be solely for each Buyer affiliate's own account, and Buyer will have no liability for any breach by any Buyer affiliate with respect to such Buyer affiliate's purchases. All Buyer Indemnitees are express third-party beneficiaries of all indemnification obligations and warranties of Seller under these Terms and any Supply Agreement. There are no other third-party beneficiaries of any right or obligation under any Supply Agreement.
25. **Customs.** Transferable credits or benefits associated with Goods and/or Services purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Goods and/or Services necessary for Buyer to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in a Supply Agreement, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. For all Goods and/or Services covered by these Terms or any Supply Agreement, Seller shall provide to Buyer, at Buyer's request from time to time, an up-to-date certificate of origin compliant with the provisions of the North American Free Trade Agreement or any similar treaty or rule of law.
- 26.26.
27. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR (A) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OR (B) DAMAGES IN EXCESS OF THE PRICE OF THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM. THESE LIMITATIONS OF LIABILITY APPLY NOTWITHSTANDING THAT THEY CAUSE ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE AND NOTWITHSTANDING THAT BUYER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
28. **Miscellaneous.**
- (a) **Choice of Law; Jurisdiction; Venue.** These Terms and all Supply Agreements will be governed by and construed in accordance with the law of the State of Queretaro, México, without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of Queretaro, México and Seller and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts.

- (b) Advertising. Seller will not advertise or otherwise disclose to the public its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as is necessary in order to perform a Supply Agreement or as required by law.
- (c) Audit Rights. Seller will maintain, for not less than three years after completion of each Supply Agreement, records necessary to support amounts charged to Buyer under such Supply Agreement. Buyer and its representatives may audit such records to the extent needed to verify that Seller's invoices and any payments to Seller are supported by the Supply Agreement. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit reveals material errors in the amounts charged), at reasonable times, and at Seller's usual place of business.
- (d) Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in a Supply Agreement makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.
- (e) Waiver. Buyer's failure to insist on performance of any obligation, or to exercise any right or privilege, or Buyer's waiver of any obligation, shall not thereafter be a waiver of other terms, conditions, rights, or privileges, or of the same terms, conditions, rights, or privileges on a different occasion.
- (f) Severability. If any provision of a Supply Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of a Supply Agreement or the validity or enforceability of that provision in any other jurisdiction.
- (g) Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery or (b) if given by nationally-recognized courier or mail service (in either case that has realtime or near-realtime tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service. The addresses for notice for each party are those on the Purchase Order, Attn: Legal Department. Either party may change its address for notice by giving to the other party notice of the change of address.
- (h) Remedies Cumulative. Each and every remedy of Buyer is cumulative and no exercise or pursuit by Buyer of any particular remedy will be deemed an election of that remedy exclusively. Any claim, suit, or action resulting from any breach on the part of Buyer under these Terms or any Supply Agreement must be commenced within six months after the cause of action has accrued or be forever waived. Drafting Party. No rule that requires the construction of any language against the drafting party will apply to the construction of these Terms.
- (i) Entire Agreement. Each Supply Agreement constitutes the entire agreement between the parties with respect to its subject matter, and each Supply Agreement supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of that Supply Agreement, including, but not limited to, any Seller quotation unless Buyer specifically incorporates it into in a Supply Agreement in a signed writing. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of any Supply Agreement will be binding unless in writing and signed by the party against which enforcement is sought.