

GENERAL TERMS AND CONDITIONS OF PURCHASE OF NORMA GROUP MÉXICO, S. DE R.L. DE C.V.

1. SCOPE

- 1.1 For the delivery of products and the performance of related works or services (the "**Products**") by the supplier (the "**Supplier**") to NORMA Group México, S. de R.L. de C.V. ("**NORMA**"), these General Terms and Conditions of Purchase (the "**Purchase Terms**") shall apply exclusively.
- 1.2 Other provisions, in particular the Supplier's general terms and conditions, shall not apply, irrespective of whether or not such general terms and conditions have been expressly rejected by NORMA. The Purchase Terms shall also apply exclusively if NORMA, having knowledge of other general terms and conditions, effects contractual performance without reservation.
- 1.3 Any additional or special agreements between NORMA and the Supplier require express written form signed by a duly empowered legal representative of each of the parties in order to be effective. This also applies to the cancellation of this written form requirement.

2. PURCHASE ORDERS

- 2.1 Purchase orders of NORMA are valid only if made in writing, text form (including fax and e-mail) or through electronic data interchange (EDI) by authorised representatives of NORMA.
- 2.2 Purchase orders of NORMA are to be accepted by the Supplier within one week. Thereafter, NORMA shall no longer be bound by the respective purchase order, and the Supplier shall have no right or action in connection with such purchase order. As of the second delivery the respective purchase order shall be deemed accepted if the Supplier does not accept such purchase order within one week.
- 2.3 Changes or amendments to a purchase order require NORMA's express written confirmation in order to be effective. The confirmation is subject to the requirements of Clause 2.1. NORMA may request the Supplier to accept reasonable changes in construction or processing of the Products.
- 2.4 Unless otherwise agreed in writing by a duly empowered legal representative of NORMA, no remuneration or reimbursement of costs shall be paid for visits or the drawing-up of cost estimates, project studies or other documents preparatory to the conclusion of a contract, or for any other concept whatsoever.

3. SPECIFICATIONS OF PRODUCTS AND COMPLIANCE WITH REGULATIONS

- 3.1 The Products shall comply with the specifications (e.g. drawings for production material and technical specifications for tools and equipment) and shall be state-of-the-art and fulfil the indicated functions and purposes. The Products shall comply with the necessary terms for insurance companies in Mexico, as well as with all applicable Mexican Official Standards (*Norma Oficial Mexicana - NOM*) and Mexican Standards (*Norma Mexicana - NMX*) without NORMA needing to specify such situation.
- 3.2 The Supplier shall remain competitive with other suppliers in terms of price, technology, quality or other material terms of supply.
- 3.3 The Supplier guarantees that the Products comply with all applicable statutory laws and regulations, in particular with all regulatory requirements under applicable product safety, consumer protection, environmental, energy efficiency, fiscal and export control laws. The Supplier further guarantees to comply with all applicable anti-corruption laws and shall observe the "NORMA-Group Anti-Corruption and Anti-Money-Laundering

Contractual Provisions" (available on www.normagroup.com), as amended from time to time by NORMA.

- 3.4 The Supplier guarantees that the Products are free from defects in title (*saneamiento para el caso de evicción*), and notably free from patent rights, copyrights and other intellectual property rights of third parties in Mexico and in any other parts of the world and that no patents, copyrights or other intellectual property rights of third parties are infringed, notably by the delivery and the use of the Products. The Supplier shall review and inform NORMA in writing of third party as well as its own patent rights, copyrights and other intellectual property rights.
- 3.5 The Supplier hereby agrees to observe the "Logistics Quality Requirements for Deliveries of Suppliers to the NORMA-Group" (available on www.normagroup.com), as amended from time to time by NORMA.

4. **QUALITY AND DOCUMENTATION**

- 4.1 The Supplier shall ensure that for the Products only qualified personnel is used.
- 4.2 The Supplier shall ensure that defective Products, as well as other malfunctions or malpractices within the processes of the ordered Products, will be immediately, latest 48 hours after occurred, announced in writing to NORMA. This applies especially for already delivered Products to enable NORMA to take immediate measures or action.
- 4.3 Any changes concerning the specified ordered Products or the related processes are subject to NORMA's prior express written approval.
- 4.4 The Supplier shall constantly examine and monitor the quality and specification of the Products. Further the Supplier shall keep corresponding records of the test results available for NORMA and provide a copy of any such documents at no cost to NORMA upon NORMA's request.
- 4.5 The Supplier shall ensure, with respect to an audit, that NORMA (as well as customers of NORMA and any authorities) has access to all facilities and documents concerning the placed purchase order.
- 4.6 The Supplier shall archive documents to be filed for ten years and shall safeguard appropriately these documents against unauthorized access and protect against deterioration.

5. **DELIVERY, DELIVERY DATES AND RETENTION OF TITLE**

- 5.1 Unless otherwise agreed in writing, deliveries of the Products shall be made DDP Incoterms® 2010 to the place of delivery specified by NORMA in the purchase order.
- 5.2 Shipment shall be made at the Supplier's risk. The Supplier shall bear the risk of loss, damage or destruction of the Products up to the time of delivery. This shall also apply if the shipment is made at the request of NORMA. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the Supplier shall bear the risk up to the time of acceptance of the works or services by NORMA.
- 5.3 In all transit documents, consignment notes or other delivery documents, invoices and any other correspondence the complete purchase order numbers and any other agreed information shall be stated.

- 5.4 Agreed delivery periods and dates are binding. The date of receipt of the Products at the place of delivery specified by NORMA shall be relevant for adherence to the delivery periods and dates by the Supplier. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of Products, the time of acceptance of the works or services by NORMA shall be relevant.
- 5.5 If circumstances become known to the Supplier as a result of which the delivery periods or dates cannot be adhered to, the Supplier shall inform NORMA thereof immediately and in any case no later than 5 (five) business days, stating the reasons and the probable duration of the delay. This shall not affect the agreed delivery periods and dates. In the case of a supply shortfall or any other shortage on the part of the Supplier, the Supplier hereby irrevocably agrees to use its best efforts to preferentially fulfil its supply obligations towards NORMA (e.g. privileged allocation to NORMA).
- 5.6 In the case of default in delivery the Supplier shall pay to NORMA a contractual penalty (*pena convencional*) in the amount of 1% of the delivery value for each completed week of such default, but not exceeding a total of 5% of the delivery value. NORMA may claim additional damages. For purpose of clarity, the parties hereby agree that this contractual penalty (*pena convencional*) is in addition to any other damages to which NORMA might be entitled and it is the intention of the parties that this contractual penalty (*pena convencional*) is not a pre-quantification of damages (*pena de indemnización*) and it therefore shall not limit or reduce the damages to which NORMA might be entitled in any way. In any case, the maximum limit of damages to which NORMA is entitled shall apply.
- 5.7 Unless otherwise agreed in writing, NORMA will not accept deliveries prior to the agreed delivery periods or dates. NORMA reserves the right to return the Products at the Supplier's expense and risk. If the Products are not returned, they shall be stored by NORMA up to the agreed delivery periods or dates at the Supplier's expense and risk (even if the applicable Incoterm provides for the contrary rule); alternatively, NORMA may already accept deliveries, but the initially agreed terms of payment shall remain unaffected.
- 5.8 NORMA will accept part deliveries only if separately agreed in writing. In such case the Supplier shall indicate in the delivery documents the remaining portion still outstanding including the delivery periods or dates pertaining thereto.
- 5.9 NORMA will accept retention of title to Products ("**Reserved Products**") if requested by the Supplier, provided that such retention of title shall expire upon payment of the purchase price agreed for the individual Reserved Product, and further provided that NORMA shall be authorised by the Supplier to resell, process and rework the Reserved Products in the course of its ordinary business activities. If the Supplier wishes to establish a contractual retention of title it shall so indicate and agree expressly and in writing signed by a duly empowered legal representative of NORMA.

6. PRICES AND TERMS OF PAYMENTS

- 6.1 The agreed prices are fixed prices plus the statutory value-added tax, importation tax and all other sale taxes and duties imposed in Mexico and/or in any other part of the world, if applicable, to the extent the taxes are stated separately in the invoice. The prices include delivery and packaging as well as all ancillary costs.
- 6.2 The Supplier shall send auditable invoices in duplicate to the invoice address indicated in the purchase order, and shall be at all times in compliance with the applicable Mexican

laws and regulations. Invoices shall not be issued prior to dispatch of the Products and shall not be sent together with the Products.

- 6.3 Invoices will be processed by NORMA only if NORMA's purchase order number is accurately quoted. Inaccurate or incomplete invoices shall be deemed not received until such time as they have been corrected or completed; in this case NORMA will inform the Supplier within a reasonable period.
- 6.4 Unless otherwise agreed in writing, payment shall be made within 14 calendar days of duly delivery of the Products and receipt of the invoice with a discount of 3%. At NORMA's choice, payment shall alternatively be made within 90 calendar days of duly delivery of the Products and receipt of the invoice. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, the payment periods shall not start before the time of acceptance of the works or services by NORMA.
- 6.5 The interest rate in the case of default of payment for remuneration claims shall be five percentage points above the 28-day Interbank Interest Equilibrium Rate of Mexico (*Tasa de Interés Interbancaria de Equilibrio a 28 días*) or any other rate published in the future by the Bank of Mexico substituting such interest rate.

7. NOTIFICATION OF AND CLAIMS FOR DEFECTS

- 7.1 Unless otherwise agreed in writing, NORMA shall have the right to examine the goods for any obvious defects within 14 calendar days of delivery. For deliveries including installation or assembly or in the case of other works or services to be performed by the Supplier in relation to the delivery of the Products, obvious defects will be notified within 14 calendar days of acceptance of the works or services by NORMA. Obvious defects are externally visible defects such as obvious damages in transit as well as obvious deviations of identity and quantity of the Products. Other defects will be notified within 14 calendar days of being discovered. This provision shall not limit the right of NORMA to notify the existence of any defects in any time thereafter in accordance with the applicable laws.
- 7.2 Unless otherwise stipulated in the Purchase Terms, NORMA may assert the statutory claims for defects.
- 7.3 The statutory claims for defects may be asserted by NORMA also in respect of guarantees given by the Supplier. Liability to pay damages shall be independent of fault in cases in which the Supplier has given a guarantee. Any additional claims directly resulting from a guarantee given by the Supplier shall remain unaffected.
- 7.4 In the case of serial defects (defects of the same type which occur in at least 5% of the Products delivered), NORMA may reject the entire delivery as defective and assert the statutory claims for defects in respect of the entire delivery. NORMA reserves the right to reject the entire delivery for any other quality related reason.
- 7.5 The Supplier shall bear all costs of subsequent performance (*cumplimiento posterior de la obligación*), notably the costs for transport, journeys, labour and material as well as dismounting and installing (*costos de instalación y de desinstalación*).
- 7.6 Should the Supplier fail to fulfil its statutory obligation to make subsequent performance (*cumplimiento posterior de la obligación*) within a reasonable period as set by NORMA, NORMA may, at the Supplier's expense, perform itself any acts reasonably required to rectify the defect or have such acts performed by a third party. NORMA may (but is not

obliged to), by way of mitigation of damages, itself rectify at the Supplier's expense defects that are not of a material nature.

- 7.7 The place of subsequent performance (*lugar de cumplimiento posterior de la obligación*) shall be the place where the defective Product is currently located in accordance with its usual or agreed function.
- 7.8 The limitation period for claims for defects shall be the maximum term possible under the applicable laws.
- 7.9 In the case of subsequent performance by way of replacement delivery (*reemplazo del producto*), the limitation period shall commence anew from the time of replacement delivery, unless such replacement delivery appears insignificant in light of its volume, duration and costs, or unless NORMA had to assume that, in light of the Supplier's reaction, the Supplier did not consider being obliged to make subsequent performance but rather did so as a gesture of goodwill or for other similar reasons. The same shall apply in the case of rectification of the Products as far as the same defect or the consequences of a failed rectification are concerned.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Supplier shall hold harmless, indemnify and defend NORMA as well as its affiliates, officers, directors, employees and customers against any third party claims asserted due to an infringement by the Products of patent rights, copyrights or other intellectual property rights. Further claims for defects shall not be affected thereby.
- 8.2 In the event that the Products infringe patent rights, copyrights or other intellectual property rights of third parties, the Supplier shall use its best efforts to place NORMA in a position to use the Products without infringing such intellectual property rights of third parties.

9. PRODUCT LIABILITY AND LIABILITY FOR REGULATORY REQUIREMENTS

- 9.1 In the case that claims are asserted against NORMA for infringement of official safety, environmental, consumer protection, energy efficiency, fiscal, export control or anti-corruption laws and regulations, the applicable Mexican Official Standards (*Norma Oficial Mexicana - NOM*) or other applicable regulatory requirements as well as national or foreign product liability laws, based on such defects in NORMA's products that are attributable to the delivery of defective Products or based on other acts or omissions attributable to the Supplier, the Supplier shall hold harmless, indemnify and defend NORMA against such claims to the extent that the damage caused originates from the sphere of responsibility or the organisation of the Supplier, as well as for all reasonable expenses incurred by NORMA for defending its rights, including reasonable costs of NORMA's attorneys. This obligation to indemnify and defend shall apply immediately and on first demand.
- 9.2 The Supplier shall reimburse NORMA for all expenses reasonably incurred for recall actions and other damage prevention actions by NORMA or its customers, e.g. public warnings, to the extent that such actions originate from the sphere of responsibility or the organisation of the Supplier. NORMA shall inform the Supplier of the type and scope of any such actions and give the Supplier the opportunity to comment thereon.
- 9.3 The Supplier shall take out and maintain adequate product liability insurance and insurance coverage for the costs of recall actions and other damage prevention actions.

At NORMA's request copies of the insurance policies shall be submitted and/or endorsed in favour of NORMA.

10. OBJECTS AND TOOLS OF NORMA

10.1 NORMA shall retain title in any objects made available by NORMA to the Supplier. The processing or reworking of such objects by the Supplier shall always be carried out for NORMA.

10.2 Any tools made available by NORMA to the Supplier shall remain the property of NORMA and shall be clearly marked as such by the Supplier. The Supplier shall use such tools exclusively for the manufacture of the Products ordered by NORMA. The Supplier shall provide sufficient insurance for such tools at their replacement value against loss, damage and destruction of such tools. Any incidents shall be notified by the Supplier to NORMA without undue delay in writing. When such tools are no longer necessary for NORMA, and there is no more legal relation with the Supplier or such legal relation or tools have remained inactive for at least one year, NORMA shall have the right to destroy, sale and/or dispose in any other way of such tools with no need to inform or notify the Supplier in any way.

11. FORECASTS

11.1 Unless otherwise agreed in writing, NORMA may inform the Supplier on a regular basis of the updated expected supply requirements for the Products for the following months. Such forecast shall be binding purchase orders for the Products only to the extent designated by NORMA.

11.2 NORMA may place additional short-term purchase orders if further Products are needed in addition to the quantities set out in the forecast. The Supplier shall always use its best efforts to meet the supply requirements of NORMA in a preferential basis to other customers.

11.3 Clauses 2.1 and 2.2 shall apply to such purchase orders.

12. TERMINATION OF CONTRACT

12.1 NORMA may terminate any contract with immediate effect if:

- (a) the Supplier becomes insolvent, or enters into any kind of reorganization procedure (*concurso mercantil*), an application to initiate insolvency proceedings against the Supplier has been filed, any such application has been rejected due to lack of assets, any executions against the Supplier have been fruitless or any execution measures have been initiated against the Supplier which have not been cancelled within one month (e.g. cancellation of seizure);
- (b) the Supplier has breached applicable anti-corruption laws or has failed to comply with the current "NORMA-Group Anti-Corruption and Anti-Money-Laundering Contractual Provisions";
- (c) the Supplier is in default in delivery, but only after fruitless expiry of any additional period for delivery as set by NORMA if required;
- (d) the Supplier is not competitive with other suppliers in terms of price, technology, quality or other material terms of supply; or

- (e) an event occurs which alters the equilibrium of the contract either because the cost of NORMA's performance has increased or because the value of the performance NORMA receives has diminished, provided that such event is beyond NORMA's reasonable control and could not reasonably have been foreseen by NORMA at the time of the conclusion of the contract.

12.2 All termination notices have to be in writing.

13. **CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS**

13.1 The Supplier shall keep secret all documents, information and data (including, without limitation, drawings, plans, specifications, technical data, samples, processes as well as prices and other contractual terms agreed with the Supplier) which NORMA orally or in writing marks or designates as or presumes to be 'confidential' and which are made available or known to the Supplier on the basis of the co-operation ("**Confidential Information**"). The Supplier shall treat Confidential Information in the same way as its own confidential information, but at least with the due care of a prudent businessman.

13.2 Any disclosure of Confidential Information to a third party requires NORMA's prior written approval. Disclosure of Confidential Information to employees and agents is permitted only to the extent that disclosure is required for the performance of the Supplier's contractual obligations in relation to NORMA. The Supplier shall impose the same confidentiality obligations on all persons or companies entrusted by the Supplier with Confidential Information.

13.3 The confidentiality obligations shall not apply for information

- (a) which had been known to the Supplier prior to receipt of the same from NORMA;
- (b) which was independently developed by the Supplier without reference to or use of NORMA's information;
- (c) which the Supplier lawfully obtained from a third party who, to the Supplier's knowledge, was not subject to a confidentiality undertaking vis-à-vis NORMA;
- (d) which became known to the Supplier without violation of these provisions or any other regulations on the protection of NORMA's business secrets or which are or were publicly known; or
- (e) which the Supplier is obligated to disclose based on statutory, official or judicial requirements, in which case the Supplier shall inform NORMA prior to such disclosure and shall restrict as far as possible the extent of such disclosure.

13.4 Confidential Information shall remain the property of NORMA and may neither be copied nor reproduced without NORMA's prior written approval unless required for the performance of the Supplier's contractual obligations in relation to NORMA. At NORMA's request Confidential Information shall be returned to NORMA or destroyed. The Supplier must confirm in writing the destruction of all Confidential Information, at NORMA's request.

13.5 Where the Products are customised to NORMA in accordance with Confidential Information, none of such Products or documents manufactured by the Supplier in accordance with such Confidential Information may be made available to third parties without NORMA's prior written approval.

13.6 The Supplier may not make public announcements on or otherwise publicly refer to the contractual relationship without NORMA's prior express written approval.

13.7 The foregoing obligations shall survive the expiration or termination of the contractual relationship for any reason.

14. SET-OFF AND RIGHT OF RETENTION

Set-off and exercise of a right of retention by the Supplier due to contested counterclaims or counterclaims which are not final or *res judicata* are excluded.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 Without NORMA's prior written approval, the Supplier shall not assign its rights and obligations under the contractual relationship, neither in part nor in whole. NORMA may assign its rights and obligations, notably to companies within its corporate group (*grupo empresarial*) within the meaning of article 2 section X of the Securities Market Law of Mexico (*Ley del Mercado de Valores*) and/or any other applicable legal provision.

15.2 Without NORMA's prior written approval, the Supplier shall not subcontract the performance of any deliveries, works or services to be delivered to NORMA. Irrespective of such approval by NORMA, the Supplier shall remain responsible and be liable for the performance of any subcontractor.

16. GOVERNING LAW AND PLACE OF JURISDICTION

16.1 All legal relations between NORMA and the Supplier shall be governed exclusively by the Federal Laws of the United Mexican States (Mexico) excluding expressly the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) in any way.

16.2 Both parties hereby agree that all disputes related and/or connected with these Purchase Terms shall be settled by the Federal Courts sitting at Monterrey, Nuevo León, Mexico, waiving hereby the right to any other jurisdiction that may correspond thereto pursuant to their current or future domiciles or for any other reason.

17. SEVERABILITY

Should individual provisions of these Purchase Terms be or become invalid, the validity of the remaining provisions shall not be affected thereby.