

ELEMENT MATERIALS TECHNOLOGY MONTERREY, S. DE R.L. DE C.V.
PURCHASING TERMS AND CONDITIONS (MEXICO)

1 GENERAL

- a. In these Terms and Conditions, the Buyer is purchasing the Goods and/or Services from the Supplier in accordance with these Conditions and the Order. The Order shall be deemed to be accepted on the earlier of:
- the Supplier issuing written acceptance of the Order, by electronic mail or
 - any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date valid and binding Contract shall come into existence for all legal purposes governed by these Conditions and the laws of the United States of America.

- b. These Conditions and the Order, which together constitute the Contract, contain all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties (including any terms or conditions which the Supplier purports to apply under any order brochure, price list, acknowledgement of order or similar document) which are hereby excluded by the parties and expressly objected by the Buyer. These Conditions apply to the exclusion of any other terms and conditions that the Supplier seeks to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing. Any variation to the Order or Conditions shall have no effect unless expressly agreed in writing by an authorized attorney-in-fact of the Buyer with sufficient power of attorney.
- c. The headings in these Conditions are for convenience only and shall not affect their interpretation. The word "including" is construed so that it does not limit the general effect of the words which precede it and so that any examples that are given are not to be exclusive or limiting of the matters in question.

2 DELIVERY OF GOODS/PROVISION OF SERVICES

- a. The Supplier shall deliver the Goods and/or complete the provision of the Services by the delivery or completion date(s) stated on the Order. If the date(s) are so specified, delivery of the Goods and/or completion of the Services will be within 28 days of the date of the Order or by such later date as may be agreed by the Buyer and the Supplier in writing. Time for delivery of the Goods and/or completion of the Services shall be of the essence of the Contract.
- b. Delivery of the Goods and provision of the Services to the Buyer shall be made at the place(s) specified in the Order (or, if none specified, at the Supplier's premises in Carretera Monterrey-Salttillo No. 3279B, Privada de Santa Catarina, Santa Catarina, Nuevo León C.P. 66367, Mexico) by the method(s) specified on the Order (or, if none specified, using such method as accords with best accepted industry practices). Deliveries shall be accepted only during normal business hours and unloading shall be the responsibility of the Buyer.
- c. The Supplier shall deliver the quantity of Goods stated on the Order. The Buyer may at its discretion accept a quantity variation and shall pay for the actual quantity delivered.
- d. The Goods shall be properly packed and stored during transit and risks as to reach their destination in an undamaged condition. All containers and other packaging shall be included in the price and returnable unless otherwise stated on the Order. The Supplier shall bear the cost of any loss or damage that results from defective packaging.
- e. The Supplier shall at its own cost deliver the Goods to the Buyer.

7. INTELLECTUAL PROPERTY; THIRD PARTY CLAIMS

- a. All designs, drawings, prints, samples, specifications and other materials prepared by the Buyer for the purposes of the Contract and representing, containing or embodying any such items prepared by the Supplier for the purposes of the Contract and representing, containing or embodying any designs or other intellectual property (including patents, inventions; know-how, trade secrets, registered designs, copyrights, database rights, trademarks, service marks, logos, domain names, business names and design rights) of the Buyer and to the Work Product shall remain automatically upon creation thereof to the Buyer and to the Work Product and shall not be transferred to the Supplier upon completion or termination of the Contract. The Supplier undertakes, on request from the Buyer and at no cost to the Buyer or procure the execution of (as the case may be) such documentation, authorization, waivers or declarations as may be needed and required to vest full right, title and interests in the Work Product and all of their associated intellectual property rights in the Buyer and to waive all moral rights held by any authors of the Work Product
- b. The Supplier shall not use or allow to be used in any manner not approved by the Buyer any trademarks or trade names required by the Buyer to be applied or used by the Supplier in relation to Goods or the Services.
- c. The Supplier shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of the Buyer and shall not omit or authorize any third party to omit to

10. ANTI-CORRUPTION

- d. Any provision of these Conditions which is held by a competent authority to be invalid, void, voidable, unenforceable, ~~unreasonable~~ (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected.
- e. All notices and other communications required or authorized under this Contract must be given in writing either by ~~personal~~ overnight courier delivery service to the domiciles specified in these Conditions or in