

	TERMS AND CONDITIONS OF PURCHASE OF LAMEX AGRIALIMENTOS	Document No. 4.1.6 PO1 AA
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These terms and conditions shall apply to all purchases by Lamex AgriAlimentos, S de RL de CV., hereinafter designated "Purchaser".

1. Acceptance. Seller shall be deemed to have accepted these Conditions of Purchase upon (a) Seller's signing and returning to Purchaser the acknowledgement copy of these Conditions of Purchase or (b) Seller's shipment of the goods subject to the Purchase Contract (contained on the face hereof or attached hereto or executed by the Parties on a separate document) or (c) the Seller deems to have accepted the Purchase Contract after 48 hours without any response specifically advising any issues in the Purchase Contract, whichever occurs first. Upon acceptance by Seller pursuant to the above, Seller shall become subject to the Conditions of Purchase herein set forth. Any purchase order or offer by Seller is limited to acceptance of the express terms contained hereof. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of these Conditions of Purchase in Seller's acceptance, is hereby objected to and rejected; but such proposals shall not operate as a rejection unless they refer to the description, quantity, price or delivery schedule of the goods; therefore, variances in the items of the description, quantity, price or delivery schedule of the goods shall constitute a rejection. Variances in other items shall constitute an acceptance by Seller of all terms contained hereof and a request for variances which shall not become part of the contract of the parties unless specifically consented to in writing signed by the Purchaser. The terms of these Conditions of Purchase control over any conflicting language and/or provisions in a Purchase Contract, purchase order, and/or in any other contract or document between Seller and Purchaser.

2. Warranties. Seller expressly warrants that all goods purchased hereunder (indistinctively named goods, materials and/or products), shall be merchantable in the trade as goods strictly of the kind and quality described on the Purchase Contract, shall be of good quality and free from defects, shall conform to the specifications established on the Purchase Contract, and unless otherwise specified on the Purchase Contract, if the goods are frozen meat or poultry, shall be the fresh frozen product of animals slaughtered not more than ninety (90) calendar days prior to delivery hereunder (or less than 90 calendar days if a shorter term is established by the competent authorities of the country of destination). Seller also warrants that all goods purchased hereunder shall be guaranteed to pass any applicable sanitary inspection of country of destination and/or Mexico. Seller guarantees and warrants that any goods sold by it shall, at the time of delivery to Purchaser or when used as intended by Purchaser's customers, not be altered or misbranded. Seller guarantees and warrants that any sold by it will be produced, sold, and delivered in compliance with all municipal, state and federal laws, rules, standards and all kind of regulation applicable in Mexico and/or country of destination, and shall comply in all respects with every applicable certifications, licenses, quotas, registrations, permits, notices and any other type of authorization provided and/or required by the applicable municipal, state and federal authorities of Mexico and/or the country of destination. Seller guarantees and warrants that any and all pesticide applications and pesticide residues comply with the current laws and regulations of Mexico and/or the country that the good is being imported to, or is ultimately destined to. Seller guarantees and warrants that the product sold is produced from the most recent crop cycle, and delivered to Purchaser within 2 months of the processing / fill date, unless otherwise expressly agreed to by both parties. Seller guarantees and warrants that product be food grade and fit for human consumption in accordance with all applicable government statutes, regulations, and notices of the corresponding country of destination's and/or Mexican's government agencies, including but not limited to the Ministry of Health, the Federal Commission for Protection against Health Risk (COFEPRIS by its Spanish Acronym), the Ministry of Environmental (SEMARNAT by its Spanish Acronym), the Ministry of Agriculture, Livestock, Rural Development, Fishing, and Food (SAGARPA by its Spanish Acronym), the National Service of Health, Food Safety and Quality (SENASICA by its Spanish Acronym). If (i) Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods, or (ii) due to the nature of the goods themselves is possible to determine its particular purpose, or (iii) Purchaser informs Seller of said particular purpose, Seller warrants that such goods will be fit for such particular purpose. Seller warrants that all goods will conform to any statements made on the containers or labels or advertising material or pamphlets for such goods, and that the goods will be adequately contained, packaged, marked and labeled (on external packaging for freight/transportation purposes and packaging for end users) for its sale, transportation, storing, and use within Mexico and/or country of destination, as well as for its importation to and/or its exportation from Mexico, pursuant to the corresponding legal provisions applicable in Mexico, including without limitation, laws, rules, standards and all kind of regulations. Seller

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warrants that it has good and marketable title to any goods provided to Seller under the Purchase Contract and that it is legally authorized to sell and deliver the goods. Seller warrants that the goods furnished hereunder will conform, in all respects, to samples. Seller warrants that the use or sale of the goods will not infringe any third-party right of any nature, patent, or other intellectual property right. Inspection, acceptance or use of the goods furnished hereunder shall not affect Seller's obligations under this warranty, and this warranty shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors and assigns, customers and users of the goods sold by Purchaser, and Seller expressly permits Purchaser's assignment of this warranty to such persons. Notwithstanding any language in Seller's forms, this warranty shall control insofar as the same may conflict with any warranty or limitation on warranty set forth in Seller's forms. At Purchaser's option, Seller shall at Seller's expense replace or refund the full purchase price for any goods for which a breach of warranty exists. Seller shall also be liable for all expenses and damages, including shipping, receiving, loading, freight, and storage costs of Purchaser, damages to Purchaser's customers and their sub-customers, and all other incidental and consequential damages of Purchaser for any breach of warranty. Seller warrants that the goods purchased hereunder shall meet the origin requirement specified under the applicable free trade agreements executed by Mexico and to such effect, Seller shall provide Purchaser with the relevant certificate of origin pursuant with the corresponding legal provisions.

3. Indemnity.

a. Seller agrees to indemnify and hold harmless Purchaser (and its agents, affiliates, servants, employees, officers, directors, contractors, agents, resellers, customers, and any other third party to whom the Purchaser may owe a similar obligation by contract, lease agreement or operation of law, herein referred to as "Purchaser's Indemnitee") from, and shall at Seller's expense and at Purchaser's option, defend against the following:

- (1) Each and every demand, action, suit, claim or proceeding brought or commenced by any Mexican or foreign federal, state or municipal governmental authority or agency against the Purchaser and/or Purchaser's Indemnitee alleging that any merchandise manufactured, packed, warehoused, distributed, imported, or sold by Seller to or on the order of Purchaser, was adulterated, misbranded, falsely advertised or otherwise not in compliance with any foreign or Mexican, federal, state or municipal laws, rules or regulations;
- (2) Each and every demand, action, suit, claim or proceeding brought or commenced by any person, firm, corporation or other entity against the Purchaser and/or Purchaser's Indemnitee for the recovery of damages resulting from or relating in any way to merchandise manufactured, packed, warehoused, distributed, imported or sold by Seller to or on the order of Purchaser; and
- (3) Each and every demand, action, suit, claim or proceeding against Purchaser and/or Purchaser's Indemnitee for property damage, bodily injury, or death caused by the merchandise manufactured, packed, warehoused, distributed, imported or sold by Seller to or on the order of Purchaser or by any act or omission of Seller, its agents and employees.
- (4) Each and every demand, action, suit, claim or proceeding brought or commenced by any Mexican or foreign federal, state or municipal governmental authority or agency against the Purchaser and/or Purchaser's Indemnitee, due to the improper or illegal importation of the merchandise, or non-compliance of the relevant import procedures, or lack of proper and applicable import documentation, or arising out of the incorrect origin determination of the goods.

Each of the aforesaid agreements to indemnify and defend, and hold Purchaser and Purchaser's Indemnitee harmless, shall include indemnification for all fines, costs and expenses, including reasonable attorney's and/or consultant's fees as well as court costs and other liabilities, injuries or losses, incurred by Purchaser and/or Purchaser's Indemnitee in connection with or as a result of any such demand, action, suit, claim, or proceeding (whether such demand, action, suit, claim or proceeding proves meritorious or not). The foregoing implies that the Seller shall pay for any omitted duty, import duties, tax, penalty, antidumping duty, non-tariff regulation, non-tariff restriction, fine, sanction, update for inflation, and/or surcharges assessed to the Purchaser and the Purchaser's Indemnitee. Likewise, in the event of cancellation or suspension of the Purchaser's and the Purchaser's Indemnitee's permits, authorizations, notices, quotas, certifications, licenses, programs, or registries of any kind, including but not limited to those required for the sale, purchase, storage, distribution, importation, transportation, use, consumption and any other activity related with the goods (herein referred to as the "Licenses and Registrations"), the Seller shall carry out all proceedings necessary to restore or reissue the Licenses and

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Registrations, in a manner that said Licenses and Registrations operate regularly again, being the Seller further compelled to pay for the fees, expenses and costs of attorneys and/or consultants. In any event, Purchaser will have the option to appoint the attorney, consultant or counsel of its own selection and at Seller's expense, for the defense thereof.

b. Seller further agrees to maintain such insurance as will protect Seller, Purchaser and Purchaser's Indemnitee from any and all claims for personal injury (including death) and property damage, which may be made by or on behalf of customers of the Purchaser or the general public and which are based on the subject matter of the Purchase Contract and the purchase of the goods from Seller. Not in limitation of the foregoing, Seller agrees to maintain product liability insurance coverage with the following terms: (1) a minimum of US\$1,000,000.00 (one million dollars) combined single limit, bodily injury/property damage coverage; (2) the policy must name as additional insured "Lamex AgriAlimentos, S de RL de CV and its affiliates, officers, directors, agents, legal representatives, and employees"; and (3) the policy must provide for thirty days' prior written notice to Purchaser of cancellation. Upon Purchaser's request, Seller shall promptly provide Purchaser with evidence satisfactory to Purchaser of all such insurance coverage. In the event of cancellation of any given insurance coverage, Seller shall immediately acquire another product liability insurance that complies with the terms provided hereto, in a manner that the product liability insurance is always maintained.

c. The terms and conditions of this section 3 are continuing and shall be in full force and effect, shall be binding upon Seller with respect to each and every article shipped or delivered to Purchaser by Seller, and shall survive the termination of this document, any applicable Purchase Contract, purchase order, offer, or contract or agreement between the Parties.

4. Inspection and Rejection of Non-Conforming Goods. Payment for goods delivered hereunder shall not constitute acceptance of the goods. Certification of the goods by the U.S. Department of Agriculture, Meat Inspection Division, the U.S. Food and Drug Administration or any other similar Mexican or foreign, federal, state or municipal government authority or agency shall not constitute proof that such goods are sound or otherwise acceptable. Purchaser shall have the right to inspect the goods, at any time, before or after payment (regardless of the means of transportation/freight, or the shipping or price terms contained herein) and to reject, at any time, any or all goods which are in Purchaser's judgment defective, or otherwise not in conformity with the requirements of the Purchase Contract, or if there are shortfalls (herein referred to as "Non-Conforming Goods"). Goods ordered are also subject to inspection at time of delivery to final customer. If any goods are Non-Conforming Goods, Purchaser may reject the goods in their entirety or require price adjustments to compensate for expenses incurred to meet the required specifications. Purchaser may reject all or part of any shipment which contains Non-Conforming Goods. If Purchaser rejects the Non-Conforming Goods (either all or part of the shipment), Seller shall, at Purchaser's election and within a term no longer than **15** (fifteen) calendar days following the rejection notification sent by Purchaser: (i) reimburse the price paid for the rejected Non-Conforming Goods or (ii) replace the Non-Conforming Goods with compliant goods, bearing Seller at its own expense, all costs necessary to remove the Non-Conforming Goods and deliver the compliant goods that will replace them. In the event of shortfalls, Seller shall deliver to Purchaser the missing amount of goods, within a term of **30** (thirty) calendar days following the rejection notification sent by Purchaser. Seller will be subject to a US\$250.00 (two hundred and fifty dollars) rejection fee for administrative costs if goods are rejected, for every **shipment** of rejected goods, in addition to any other expenses or costs incurred to remove the goods. In the case of replacement, the Non-Conforming Goods shall be removed by Seller within a term of **15** (fifteen) calendar days following the rejection notification sent by Purchaser, at Seller's own expense (including but not limited to costs for loading and unloading, freight, import/export duties, if any). Seller shall pay or reimburse Purchaser within 30 (calendar) days of rejection notification, for expenses, losses (*perjuicios*), and damages (*daños*) incurred from goods not in conformity with the Purchase Contract. Goods rejected and goods supplied in excess of quantities called for herein may be, at Purchaser's election, returned to Seller at Seller's expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking, reloading and reshipping such goods. Seller acknowledges that Purchaser may resell the goods to another buyer who will inspect such goods for defects and nonconformity; accordingly, Seller agrees that Purchaser may exercise its right of rejection for defects

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or nonconformity at the request of, and for the benefit of, Purchaser's buyer. Seller will not substitute Non-Conforming Goods or back order such goods without Purchaser's prior written approval.


5. Security Interest. Seller hereby grants to Purchaser a security interest in the goods described on the Purchase Contract, as security for the payment and performance of Seller's obligations hereunder. Further, if Purchaser shall pay for the goods prior to the shipment by Seller, Seller shall hold the goods in trust for the benefit of the Purchaser.

6. Price. The price or prices for the goods set forth on the Purchase Contract are firm and do not include Value Added Tax ("VAT"). Seller shall, unless otherwise provided on the Purchase Contract, be responsible for the prompt, proper and timely payment of all charges imposed or payable on any of the goods, its selling, importation, exportation, transportation, warehousing, distribution and any other service or activity related with the goods including, without limitation, foreign and Mexican federal, state and municipal taxes, customs/import/export duties, fees, governmental fees, tariffs, freight and insurance. On the other hand, Seller shall pay and bear the risk of any increase in the cost of freight or other shipping costs, insurance or other charges imposed or payable on any of the goods, as well as in any duty, import duties, antidumping and/or countervailing duties, taxes, customs fees, governmental fees, tariffs and any other charges and duties assessed by any Mexican and/or foreign government entity or agency, including the VAT. In the event Purchaser is responsible for any of the concepts mentioned hereunder and if at Purchaser's criteria, they become too expensive or burdensome, Purchaser may, at any time, without cause or default by Purchaser, terminate the Purchase Contract by giving to the Seller a written notice specifying the date in which the contract will be terminated.

7. Importation. In the event the goods to be sold by the Seller are imported into Mexico, and regardless of the entity or individual that will act as the importer of record, Seller will be responsible for the accurate and timely processing of every importation and securing all the corresponding import documentation, and will pay for any duties, taxes, fees, tariffs, antidumping/countervailing duties, quotas, and any other cost and tax related with the importation of the goods.

8. Deliveries. Deliveries of goods must equal amounts ordered unless otherwise agreed in writing by Purchaser. Partial deliveries against the Purchase Contract are not authorized except as may be specifically stated or indicated under the delivery date specified on the Purchase Contract, or unless authorization is obtained from Purchaser in writing. All delivery costs (either local or from abroad) will be paid by Seller, including without limitation, loading, unloading, transportation, freight, import, and/or export costs. In the event both Parties agree in writing that Purchaser is responsible for the payment of the delivery costs (either within Mexico or from abroad) and if at Purchaser's criteria, they become too expensive or burdensome, Purchaser may, at any time, without cause or default by Purchaser, terminate the Purchase Contract by giving to the Seller a written notice specifying the date in which the contract will be terminated.

9. Labeling. Notwithstanding what entity or person is the importer of record in Mexico of the products, Seller will be the responsible Party for the labels of the products and to deliver them to Purchaser properly labelled pursuant to the applicable legal and regulatory provisions in Mexico, in Spanish language, and containing every information content and form requirements necessary for the selling, purchasing, importation, storage, distribution, transportation, consumption or use of the products in and to Mexico. Seller will pay in full and at its own and sole expense, every cost related with the labeling or re-labeling, if necessary, of the products. For the labeling and/or information requirements applicable for the importation of the products into Mexico, Seller shall provide the products with the correct label, prior to the importation. If the labels required to be certified by any authority, governmental agency or certification entity, Seller shall be responsible to obtain said certification and will deliver to the Purchaser the necessary documentation evidencing the compliance of said labelling certification.

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10. Licenses and Registrations. The Seller will be responsible for all Licenses and Registrations (as previously defined) whether they should be obtained by the Seller or by the Purchaser. Seller will pay for all costs and expenses necessary to secure said Licenses and Registrations. Seller agrees to defend, maintain and hold Purchaser harmless from any and all claims arising out of the failure to obtain the Licenses and Registrations and to compensate Purchaser from any losses or expenses (including reasonable attorneys' fees).


11. Changes. Purchaser shall have the right at any time prior to shipment of the goods, to make changes in specifications, packaging and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, an equitable adjustment shall be made and the Purchase Contract shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

12. Time. Seller acknowledges that the goods purchased hereunder are purchased for resale and that Purchaser has promised deliveries to its customers based on the delivery date(s) specified herein and on the Purchase Contract. Time is, therefore, of the essence on the Purchase Contract. If deliveries are not made by the date(s) specified on the Purchase Contract, Purchaser reserves the right, without liability and in addition to its other rights and remedies hereunder, to terminate the Purchase Contract by notice as to goods not yet received and to purchase substitute items elsewhere and charge Seller with any loss or damage incurred, as well as any demurrages, interests and penalties of any kind derived therefrom, from both, the Purchaser and the Purchaser's customers.

13. Transportation. If in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in the Purchase Contract, any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Purchaser.

14. Compliance with Laws. Both Seller's performance under this Conditions of Purchase and the Purchase Contract, and the Product, shall comply in all respects with all applicable international, federal, state, national, municipal and local laws, statutes, rules, regulations, ordinances, directives, orders, standards, and other requirements ("Laws"), including without limitation the Laws of the jurisdiction to which the Product will be shipped and delivered, as well as all applicable import and export laws and requirements. Without limiting the foregoing: (a) the Product shall comply with all Laws that prescribe manufacturing or testing specifications for the Product or warnings with respect to the Product contents or in relation to product safety, environmental protection, human health, labor, industry, and sale of the Product (including without limitation: labeling requirements, foreign country of origin regulations, consumer product safety standards, Mexico's Ministry of Economy's Laws, Mexico's Ministry of Health's and COFEPRIS's Laws, SEMARNAT's applicable Laws, SAGARPA's Laws, SENASICA's Laws); (b) the Product shall not be altered or misbranded; (c) the Product shall comply with all Laws and notices provided for by the relevant Mexican authorities; (d) the Product shall carry all necessary approvals, certifications, and releases for sale in Mexico and any other jurisdictions in which the Product is to be sold; (e) the Product shall be produced, processed, packed, stored, and transported under clean and sanitary conditions, in compliance with all Mexican federal, state and municipal regulations; (f) Seller shall conduct all necessary testing for such approvals at its sole cost and expense; (g) the Seller shall comply with all Mexican relevant and applicable Laws and, in accordance, register Seller's food facilities with the corresponding Mexican authorities, comply with any and all inspection requests, and adhere to all safety requirements; (h) Seller is responsible for ensuring compliance with all applicable food safety laws and good manufacturing requirements, as well as obtaining and maintaining all required licenses, registrations, and approvals to maintain its food manufacturing facility and to enable it to sell and import products into Mexico.

15. Mitigation of Damages. In the event of goods for which a breach of contract exists, or Non-Conforming Goods, or goods not complying with the Laws, Seller agrees to use its best efforts to minimize any damage to said goods. In furtherance and not in limitation of the foregoing, Seller agrees to make a reasonable effort to sell such goods for Purchaser's account (and if Purchaser approves such sale) and pending such sale, to store such goods

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under proper refrigeration or provide any other necessary temperature or climate controlled conditions, to fumigate the goods as necessary, to store the goods in a dry place if the goods are canned goods and take any and all other such actions as may be reasonably necessary to maintain the goods in a good and saleable condition for goods of such type. All costs and expenses derived from the foregoing will be paid in full by Seller. Seller shall defend, indemnify, and hold harmless Purchaser and Purchaser's Indemnitee from any claim, lawsuit, demand, action, suit, or proceeding brought or commenced due to this breach of contract and/or due to Seller's failure to mitigate damages.

16. Termination. Purchaser reserves the right to terminate this Purchase Contract in whole or in part by giving Seller notice, in writing, at any time prior to Seller's shipment of the goods. Upon receipt of such notice, Seller agrees to stop all work hereunder except as Purchaser may otherwise direct.

17. Force Majeure. Purchaser shall not be liable for delaying delivery and/or acceptance of the goods, for its failure to accept any goods or for its failure to perform hereunder or breach hereof due to, including but not limited to, strike, labor trouble, war, insurrection, civil commotion, the public enemy, fire, explosion, accident, flood, storm, act of God, act of any governmental authority, executive or administrative orders or other legal restrictions, riot, embargo, blockade, quarantine, wrecks or delay in transportation or any cause beyond the control of Purchaser which renders Purchaser's acceptance of the goods impossible or impracticable, renders Purchaser unable to transport the goods to its customer(s) in a commercially reasonable manner, or which renders Purchaser performance impossible or impracticable or causes Purchaser's breach hereof.


18. Default. If Seller (s) generally does not pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against Seller seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property; or (b) fails to comply with any of the terms and conditions hereof or with the terms and conditions of the Purchase Contract or any other contract with Purchaser, then, the same shall amount to a breach hereof and a default hereunder. In the event of such breach or default, Purchaser shall be entitled to cancel any unfilled part of this Purchase Contract without any liability whatsoever and shall have such other rights and remedies afforded to Purchaser for breach of contract under any applicable law, including but not limited to the remedies of incidental and consequential damages. Seller shall also be liable to Purchaser for Purchaser's attorney's fees and costs.

19. Setoff. Any claims for money due or to become due from Purchaser shall be subject to deduction or setoff by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

20. Additional Rights. The rights and remedies provided Purchaser herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity.

21. Consequential Damages. IN NO EVENT SHALL PURCHASER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURCHASER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PURCHASE AND/OR SALE OF THE PRODUCTS SUBJECT MATTER HEREIN, OR THESE CONDITIONS OF PURCHASE, OR THE PURCHASE CONTRACT, OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM.

22. Limitations. Any action resulting from any breach on the part of Purchaser arising out of the Purchase Contract must be commenced within one (1) year after the cause of action has accrued.

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23. Arbitration. At the option of Purchaser, any controversy or claim arising out of or relating to the Purchase Contract, or the breach thereof, shall be settled by arbitration in Minneapolis, Minnesota, to be conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

24. Notices. All notices allowed or required under this Purchase Order shall be in writing and shall be deemed sufficient if sent by personal delivery, or by registered or certified mail, postage prepaid, or by first class airmail, postage prepaid (for international mail), or by facsimile or Email, to the parties at the addresses given on the Purchase Contract or to such other address as either party may notify. Notice shall be deemed given upon mailing.

25. Entire Agreement. These Conditions of Purchase and the Purchase Contract constitutes the entire agreement between Purchaser and Seller. These Conditions of Purchase supersedes any and all understandings, representations, proposals or negotiations between the parties, including without limitation, any brokerage confirmation between the parties, whether oral or written. No oral agreements contradict or vary in any way, any provision contained herein.


26. Waiver. No waiver of any provision of or default under these Conditions of Purchase and the Purchase Contract shall affect Purchaser's rights thereafter to exercise any right or remedy in the event of any other default whether or not similar. No waiver shall in any event be effective unless in writing and signed by Purchaser.

27. Modification. None of the terms and conditions contained in these Conditions of Purchase and the Purchase Contract may be modified, superseded or otherwise altered except by a written instrument signed by Purchaser and Seller.

28. Assignment. The rights and obligations of Seller hereunder may neither be assigned nor delegated without the prior written consent of Purchaser. Purchaser may assign and/or delegate its rights and obligations hereunder at any moment by giving notice to Seller and without requiring consent from Seller.

29. Labor Severability. Both Parties expressly agree and recognize that no labor relationship whatsoever exists between the Purchaser and the employees of the Seller, as well as between the Seller and the employees of the Purchaser, and any obligation arising from the labor relationship or any other kind of relationship between the Seller and its employees, and the Purchaser and its employees, shall be solely and exclusively the responsibility of the respective employer. The Seller agrees to maintain and hold the Purchaser harmless from any lawsuit filed against it by the employees of the Seller, being further compelled to reimburse the Purchaser from any and all expenses incurred upon due to the filing of any labor lawsuit against it, including attorney's fees. In addition to the above, both Parties agree that under no circumstances shall it be considered that any kind of link, legal representation or partnership different from the one established herein exists.

30. Confidentiality. Seller acknowledges that it will receive and have access, from time to time, to several confidential information property of the Purchaser and its affiliates, officers, employees, shareholders or partners and hereby agrees to keep the Purchase Contract, as well as these Conditions of Purchase and the terms hereto, strictly confidential and shall not disclose it to any third party without the prior written consent from the Purchaser. Therefore, Seller agrees to keep secret and confidential the content of the Purchase Contract and of these Conditions of Purchase and all information or documents supplied by the Purchaser in connection with the Purchase Contract, including but not limited to information regarding the goods, its specifications, the quantity Purchaser purchases and price, unless Purchaser provides written consent to disclose it. In any event, the Parties are subject to the confidentiality terms and conditions set forth on the Non-Disclosure Agreement signed and executed by and between the Parties (hereinafter the "Non-Disclosure Agreement"). In case of conflict between the confidentiality provisions hereto, and the confidentiality provision of the Non-Disclosure Agreement, the provisions of the Non-Disclosure Agreement will prevail.

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31. Interpretation. Wherever possible, each provision of these Conditions of Purchase and of the Purchase Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereto shall be prohibited by or invalid under applicable law, said provision shall be ineffective only to the extent of such prohibition or invalidity, and shall not affect the remaining provisions of these Conditions of Purchase and of the Purchase Contract, all of which shall continue in full force and effect and shall be construed as if the invalid or excluded provision had not been inserted.

32. Litigation. TO THE EXTENT PURCHASER DOES NOT SELECT ARBITRATION FOR THE RESOLUTION OF ANY CLAIM OR DISPUTE HEREUNDER, PURCHASER AND SELLER EACH HEREBY AGREE THAT THE COMPETENT COURTS OF MEXICO, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN PURCHASER AND SELLER PERTAINING DIRECTLY OR INDIRECTLY TO THESE CONDITIONS OF PURCHASE AND THE PURCHASE CONTRACT OR ANY MATTER ARISING THEREFROM. SELLER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS, AND HEREBY EXPRESSLY WAIVES ANY FORUM THAT MAY BE ENTITLED TO, RESULTING FROM ITS PRESENT OR FUTURE DOMICILES OR FROM ANY OTHER CAUSE. THE EXCLUSIVE CHOICE OF JURISDICTION SET FORTH IN THIS PARAGRAPH SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY PURCHASER OR THE ENFORCEMENT BY PURCHASER OF ANY JUDGMENT OBTAINED IN SUCH JURISDICTION IN ANY OTHER APPROPRIATE JURISDICTION.

33. Applicable Law. These Conditions of Purchase and the Purchase Contract shall be governed by and construed in accordance with the applicable laws of Mexico.

34. Term. These Conditions of Purchase will be in full force and effect during all the term the Seller and the Purchaser have this or any Purchase Contract pending to be complied with.

 Authorized Signature
 By: _____
 Legal Representative

 Date of Signature

ALL OUR ORDERS AND CONTRACTS ARE SUBJECT TO OUR CONDITIONS OF PURCHASE. PLEASE SIGN AND RETURN BY FAX OR E-MAIL. FAILURE TO SIGN AND RETURN DOES NOT INVALIDATE THESE CONDITIONS OF PURCHASE OR THE PURCHASE CONTRACT, WHICH WILL BE DEEMED ACCEPTED UPON SHIPMENT OF THE GOODS.