

General Purchasing Conditions 10/90
EISENMANN S.A. DE C.V. Mexico

The supplier and EISENMANN S.A. DE C.V., who henceforth will be called EISENMANN, expressly agree that, for all the Purchase Orders, as well as for the delivery of drawings and technical data the following provisions will rule, same that will be valid at the moment when both parts sign the Purchase Order on the obverse.

1. Purchase Order.

- a.** Related to the Purchase Orders only the present conditions, which are accepted by both parts, will rule. Therefore, any selling and suppliace from the supplier that might differ from EISENMANN will not apply even in the case that they were not expressly rejected by EISENMANN. Likewise, all and every Annex properly subscribed that might be attached to the Purchase Orders will be considered as integral part of this document as inserted to the writing.
- b.** The Purchase Orders drafted in EISENMANN formulas will have the juridical obligation for both parties, when signed, with no delay and no changes by the Supplier through his signature on the copy of the Purchase Order, through a confirmation of the requisition. If the acceptance of the Purchase Order was not remitted or delivered to EISENMANN within a term of 8 (eight) natural days starting from the reception of the same, EISENMANN has the right to cancel it or to reject the articles that the Supplier might have made related to the same, without falling into any kind of responsibility.
- c.** Based on the last paragraph will be an obligation of the supplier to deliver in written to EISENMANN the request confirmation; likewise, in such request confirmation the supplier must express that he has understood the content of this document and that it's his free will to submit to these for the Purchase Orders.
- d.** In case that during the provision of any good or service according to the respective Purchase Order, might be necessary the provision of more goods or services that might not be foreseen in such Purchase Order, the Supplier must request to the EISENMANN Purchase department an additional requisition for such goods or services understanding that nor the Project Coordinator nor the Field Supervisor of EISENMANN could issue any requisition by more than US\$ 1,000.00 (one thousand American Dollars 00/100 or its equivalent in any other currency).

2. Item Reception

- a.** Both the remission of items and the service provision must correspond in their deliverance, volume and characteristics to the dispositions in their corresponding Purchase Order, as well as the indications about the distribution of the shipment contained in the same; these must be executed within the term and place appointed in the Purchase Order.
- b.** The supplier must deliver the items conditioned in a proper way for their transportation and storage so these will be kept safe. Besides, each conditioning unit must port on the external part the indications demanded by the applicable norm in matter of transportation as well as the indications related to the special storage conditions. These mentions will include the requisition number, batch number, provision designation, names and addresses of the remittent and the receiver, the quantities delivered net and gross weight. The delivery must be accompanied by a two copies delivery invoice that will allow identifying the provisions and their quantitative control also if needed with a security data index card.
- c.** When dealing with items which use, handling, transportation or storage might imply hazard (such as fire, explosion, expiration of the item or damage risk for the people who handle it) the Supplier must indicate this circumstance ostensibly in the containers or wrappings of the items with phrases such as "attention" "danger" "security" "toxic" or other equivalent; besides it is compelled to deliver EISENMANN all the specifications, manuals or instructions that might have the steps for their proper use, handling, transportation and storage. Likewise, the Supplier must compel its suppliers or sub-contractors to take the same measures and will be responsible for the omission or lack of diligence in such obligations.
- d.** Related to the amounts, measures and weight of the received items will be decisive the figures proved by EISENMANN in the control of reception of such items, EISENMANN Is not compelled to receive or be in charge of shipments in amounts, measurement or weight more or less than the agreed.

- e. The date in which the items or services must be provided to EISENMANN will be the one appointed in the obverse of the Purchase Order.
- f. In case that the delivery terms agreed are not respected or any non-fulfillment by the Supplier regarding the amount, measurement, weight or quality from the items or services provided according to the present Purchase Order, EISENMANN will have the right to:
 - i. Rescind the Purchase Order;
 - ii. Return the items and reject the services;
 - iii. Receive the items and accept the services as long as the corresponding corrections and adjustments are made in order to deliver such items and provide the services in matter, according to the specifications agreed in the Purchase Order regarding amount, measurement, weight and quality of such products or services.
- g. In case that EISENMANN would decide to receive the items or services according to the index (iii) from paragraph (f) of this provision, the Supplier must pay a Conventional Fee equivalent to 1% of the total amount of the Purchase Order for every week in delay starting from the original delivery date agreed in the Purchase Order, to a maximum of 5% until the date in which the Supplier delivers the products or provides the services under the specifications agreed in the Purchase Order regarding amount, measurement, weight and quality of such products or services; the payment of such conventional Fee does not imply that EISENMANN will quit the right to claim more damages derived from such case. This provision is valid unless something else is specified on the obverse of this Purchase Order.
- h. In case that EISENMANN would opt to return the products, reject the services or rescind the Purchase Order, the Supplier is compelled to pay a Conventional Fee of 15% from the total amount of the Purchase Order.
- i. The payments of conventional fees previewed in the two indexes mentioned before could be deducted from any payment that EISENMANN might have to do to the Supplier.
- j. If the delay in the delivery term by the Supplier is caused due to natural catastrophes and disturbs, government measurements, importation restrictions, transportation difficulties, strikes, employer's stoppages, closures and other perturbations in the fabrication that might affect the Supplier or any of its branches, and in general any fortuity case or force majeure out of the control of the Supplier that might provoke a suspension or limitation of its production or might prevent the shipping of items requested in the Purchase Orders; the Supplier must inform EISENMANN about the situation with the right from this to grant a prorogue in the delivery term or rescind the Purchase Order with no responsibility by any part.
- k. Except for a different agreement between the parts, the transportation expenses, importation and delivery in the reception place appointed by EISENMANN will be covered by the Supplier including the packaging expenses and other unexpected expenses; therefore, no other additional expenses can be charged by concept of storage, packaging or any other service or concept.
- l. In the assumption of provision of material for the installation or assembling of a work requested to the Supplier, both, the unloading and the transportation of such material to the storage site will be in account and charge of such Supplier. Understanding that it is the Supplier's responsibility to obtain all the access permits to the facilities as well as comply with all the internal security requirements, norms and regulations, health and any other municipal, state or federal disposition.
- m. In the case of installation and assembling services provided by the Supplier, this will be the only responsible for complying with all the legal dispositions related to the prevention and security established by the federal, local and municipal authorities as well as private ones.
- n. If the services provided consist of the elaboration and development of a software or if due to the provision of a service it is necessary to develop special software, in both cases the source code as well as the documents related to the development and application of such program will be property of EISENMANN.
- o. Natural catastrophes and disturbs, government measurements, importation restrictions, transportation difficulties, strikes, employer's stoppages, closures and other perturbations in the fabrication that might affect EISENMANN or any of its branches and in general any fortuity case or force majeure out of the control of EISENMANN that might provoke a suspension or limitation of its production or prevents from collecting the requested items, will exempt this from the obligation of receiving such items while the mentioned circumstances prevail and within the ambit its effects might widen, as long as the

mentioned perturbations couldn't be avoided or might result impossible to elude them by the usually demandable means. In such cases any right from the Supplier is excluded to demand the fulfillment of this Purchase Order or to demand indemnification by damages. If there were any prevention to receive the requested items, the Supplier must storage them properly on its charge and risk until EISENMANN is in conditions to directly be in charge of such items or by third parties. The mentioned before will also apply to the services provision.

- p. The risk of the items will be taken by EISENMANN from the moment these are delivered by the Supplier and received and accepted by EISENMANN in agreement taking into account the following provisions related to the acceptance of the conditions in which the items are delivered as well as the related to the guarantee over the items.

3. Quality Guarantee.

- a. The Supplier expressly guarantees that all the items, materials and work force related to this Purchase Order correspond to the planes, technical data, samples, quality and any other specification provided by EISENMANN as well as the attributes and specifications offered by the Supplier. In every case the Supplier is compelled to deliver flawless items, made with new and first quality materials or if necessary the quality requested by EISENMANN and with qualified work force equivalent to the best available being such items proper for the objective they are intended.
- b. The Supplier must continuously verify the quality of its products and services, besides, it must inform EISENMANN in written about any possible improvement that might be done on them.
- c. The Supplier is compelled to grant EISENMANN the necessary faculties in order to perform random samplings of the materials used by the Supplier as well as the faculty to perform random sampling over the rest specifications in order to corroborate the quality of such items.
- d. The term to claim any correction, substitution, deficiency or failure in the products or services provided unless a different agreement which must be written on the obverse of the Purchase Order, will be of 24 (twenty four) months starting from the date of reception or installation according to the case. In the assumption of making corrections, substitutions or compensation provisions by the Supplier, the term mentioned before will start from the date when the correction, substitution or compensation is made. For this effect the Supplier expressly renounces to the dispositions and terms of the Article 383 of the current Commerce Code.
- e. To guarantee the correction, substitution or compensation of the items or provided services that are needed, EISENMANN has the right to withhold 20% (twenty percent) of the total amount of the Purchase Order, which will be paid by the Supplier until all the articles or provided services have been received in an entire satisfaction of EISENMANN according to the dispositions of the Purchase Order. In case of not having any claiming from the products of services provided the amount of retention will be paid to the Supplier at the end of the claiming term.
- f. The execution of the guarantee mentioned before does not exempt the Supplier from the payment of Conventional Fee mentioned in the index (g) from the second provision of this instrument.
- g. In urgent cases EISENMANN is authorized to correct the defects of the items on the expense of the Supplier or if this is not possible to be supplied by other supplier under the expense of the first supplier.
- h. The items provided in disagreement with the specifications of the Purchase Order, will be returned to the Supplier under its cost and risk. In case the items delivery is made continuously in disagreement with the Purchase Order, EISENMANN is authorized to rescind it.
- i. In the case that the items provided or the internal components of the same might not comply with the specifications appointed by EISENMANN in the Purchase Orders, the quality omission or specifications might be noticeable only with the course of time or with the regular and daily use of the articles, the Supplier is compelled at all time even when the guarantee terms appointed in the Purchase Order have expired to cover all the damages that might affect EISENMANN as well as the final user due to the omission in those qualities appointed in the Purchase Order. Likewise, the Supplier must respond to every

and each one of the present or future consequences that might arise because of the non-fulfillment of the specifications appointed by EISENMANN and will be considered as direct responsible for all the legal effects that might be derived.

- j. In case of controversy about the material used in the provided items both parties agree the designation of an Expert in the related matter in order to appoint among others the quality of the provisions and/or items as well as the quantification of damages affecting both parties.

4. Remission.

- a. EISENMANN has the right to determine the route and remission way of the articles, as well as the transportation mean and kind of packaging and boxing. If the Supplier does not comply with the specifications mentioned before he will cover the cost of the damages that might happen to EISENMANN due to delay in the delivery or damages suffered in the merchandise. In these cases it will not be applied the dispositions of the index (i) from the second provision of this instrument.
- b. Unless specified the opposite, the items remission will be done free from charges in the site where EISENMANN determines for such effect.
- c. All the items shipments will be accompanied by the remission formats accepted by EISENMANN. For each shipment a remission ticket must be issued.

5. Invoicing and Payment.

- a. The invoices must be presented in the EISENMANN address following EISENMANN's indications as well as those which satisfy the legal requirements. Unless other issue is specified on the obverse of the Purchase Order, the invoices will not be annexed to the items shipment.
- b. The invoice delivery will not be admitted when these are not supported by a Purchase Order from EISENMANN in written and properly signed.
- c. The amount that EISENMANN will pay the Supplier for the items or services received will be established on the obverse of the Purchase Order.
- d. The way to perform the payment will be determined by the parties in agreement of the same.
- e. The Supplier accepts to respect the schedules that for such effects EISENMANN has predetermined and will be the Supplier's obligation to request EISENMANN for such schedule. This disposition will apply indistinctively for all the suppliers unless the opposite is agreed on the obverse of the Purchase Order or in the Annex properly subscribed by the parties.
- f. The delays in the invoice shipments and the other needed documents to execute a payment, as well as the errors or omissions in such documents, as well as the determinations of the existence of any deficiency or flaw in the received products, constitute a justified cause to delay the payment with no obligation for EISENMANN to pay any conventional fee or vested interests.
- g. The claims from the Supplier against EISENMANN that might arise from Purchase Orders could not be granted to third parties.

6. Manufacturing means.

- a. The manufacturing means such as models, samplings, tools, layouts, drawings and similar that EISENMANN sets at the disposal of the Supplier or that this might have done following EISENMANN instructions could not be given to third parties, pawned or transferred in any other way nor used in benefit of third parties without previous authorization granted in written by EISENMANN. The same will rule for the articles made with those manufacturing means which can only be used by EISENMANN as long as there is not any written authorization by this for any other application.
- b. After the dispatch of EISENMANN products, the manufacturing means set at the disposal of the supplier by EISENMANN or manufactured by its own, must be returned to EISENMANN without any special requirement.
- c. The articles designed or improved by EISENMANN in collaboration with the Supplier must only be provided to EISENMANN.
- d. The EISENMANN representatives, properly identified, have the right to visit the Supplier's plants and facilities, having the right to inspect and prove the manufacturing means, the

used materials, the work force and the items during the manufacturing period. This visit must be notified to the Supplier in written six working days before such inspection would be carried out indicating all those areas submitted to an inspection. The Supplier, properly notified, is compelled to allow the free access to the EISENMANN representatives to its plant and facilities without limitation. For such purpose the Supplier is compelled to perform all the changes, to adopt the measurements that the EISENMANN personnel might request as well as allow the performance of any kind of test and exams by such personnel.

- e. The Supplier must keep and carefully care for all the drawings and documents given by EISENMANN as well as all the elements set at disposal of or given to this, such as tools, devices and similar objects. Likewise, the Supplier must protect them against deterioration and lost and insure them under its cost in benefit for EISENMANN. The Supplier must use the objects given exclusively for the purposes set by EISENMANN.

7. Confidential Information.

- a. EISENMANN gives the Supplier and this receives, in contract, drawings, technical data "know-how" and manufacturing procedures with the character of privileged and confidential information, which will continue to be property of EISENMANN so that the Supplier does not acquire any right over the use of the same.
- b. Likewise, the Supplier is compelled to consider the Purchase Orders of EISENMANN as well as all the corresponding technical and commercial details such as commercial and industrial secrets property of EISENMANN.
- c. By virtue of the mentioned before, the Supplier from now on is compelled expressly to keep in absolute confidentiality and not disclose to third parties all the information and documents received by EISENMANN related to this Purchase Order.
- d. The Supplier understands and acknowledges that its non-fulfillment to the obligations on its charge according to this provision would cause irreversible damages to EISENMANN which amount would be difficult to calculate.
- e. Besides, the Supplier is compelled to supervise and in this act guarantees the fulfillment by its employees, officers and the rest of personnel from its organization with the obligations herein contained.
- f. In case of non-fulfillment of the mentioned provision, the Supplier is compelled to provide EISENMANN with all the help and collaboration needed for this to execute its rights given by the applicable legislation in matter of intellectual property.
- g. The obligations of the parties according to this provision will prevail even after the cancellation by any cause of this Purchase Order.
- h. The delivery as contract of the drawings, technical data and manufacturing means from EISENMANN will have an indefinite validity. However, the Supplier could not terminate the contract until it has not complied with the pending requisitions as long as EISENMANN insists in such fulfillment.
- i. This Purchase Order will not be considered as novated even when EISENMANN yields from presenting any suit or claiming.
- j. The Supplier is aware that in case of falling into transgression of the confidentiality obligations previewed in this provision will be subject of, among other, to the fees established in the articles 210, 211 and 211 bis 1 and 7 from the Federal Penal Code, as well as the articles 223 fractions IV, V Y VI and 224 from the Industrial Property Law.
- k. The Supplier could only mention the commercial relation held with EISENMANN when EISENMANN has granted written permission.

8. Third Party Rights Legally Protected

- a. It is expressly agreed that the Supplier will use its own elements, employees and personnel to fulfill with its obligations according to the Purchase Order.
- b. As a consequence and for effects of the article 13 from the Labor Federal Law, because the Supplier has the sufficient own elements to fulfill the obligations derived from the relations with its workers, the Supplier will not be considered as an intermediary and under no circumstances the holding of a Purchase Order should be considered as constitutive of working relations between EISENMANN and the employees, workers and in its case Officers of the Supplier.

- c. All the personnel used by the Supplier to comply with the obligations assumed according to this Purchase Order will be under the exclusive responsibility, direction and dependence of the Supplier.
- d. Therefore, the Supplier is now compelled to cover all the benefits, rights, taxes, fees and any other corresponding concept before the Instituto Mexicano del Seguro Social, the Instituto Nacional de Fondo para la Vivienda de los Trabajadores, by the Law of Taxation Over the Rent and any other existing or that in the future might be established to its role as employer regarding its personnel.
- e. Likewise, the Supplier will be the only responsible for the obligations that the Law establishes as employer in the related to the people hired to provide the services and in this act is compelled to respond from all and each one of the individual or collective claims that any of its employees or workers might present against it.
- f. The Supplier declares and it is responsible for the manufacturing and delivery of the articles by it and the advantage by EISENMANN are not transgressed any right of patent, brands, industrial secrets, copyrights nor any other right protected by the Law of the United Mexican States or by foreign Law.
- g. The Supplier is compelled to write off in case of dispossession according to the dispositions of the article 384 of the Commerce Code.

9. Special Agreements.

- a. EISENMANN has the right to modify at any time the specifications and quantities of the Purchase Order, the planes and drawings on which the Purchase Order is based, the indications about the transportation mean and kind of boxing as well as the delivery place supported by the Purchase Orders. If for such reasons additional expenses would arise these will be covered by EISENMANN to the Supplier.
- b. Related to the dispositions of the article before, both parties will agree a new delivery date which will be established taking into account the modifications that EISENMANN requires from the Supplier. The agreement which will establish the new date must be a written document signed by both parties.
- c. The agreement mentioned before as well as any other modification made to the Purchase Orders can only be done through a written notification signed by the representatives properly authorized and without this there would not be any obligation to any part. The document containing such modifications will be considered integral part of this Purchase Order.
- d. If the operation supported by the Purchase Order would have an international character both parts could determine the most convenient "INCOTERM" for their interests to rule such operation. The agreement through which the "INCOTERM" will be determined to apply will annul any provision herein contained regulating the conditions supporting such "INCOTERM". The agreement through which the "INCOTERM" will be determined must follow the formalities established in the previous provision and be on record on the obverse of the Purchase Order.
- e. For the effects of the previous disposition "INCOTERM" will be defined as those established by the International Chamber of Commerce in its 2000 version.

10. Indemnification.

- a. The Supplier from now on is compelled to defend and keep safe and sound and it is case to indemnify EISENMANN regarding any action, claiming, suit, procedure, requirement, trial, limitation, adjust, expenses and costs including fees for lawyers and in general regarding any damage that might be caused derived from any obligation responsibility or contingency from the Supplier whether from fiscal, working, civil, penal, administrative or any other kind derived from acts or omissions from the Supplier or any of its officers, professionals, technicians, workers, employees and members of its personnel related to the Purchase Order.

11. Cancellations.

- a. EISENMANN has the right to cancel this Purchase Order without being accused with responsibility in any of the following cases:
 - i. When the confirmation for the Purchase Order is not received.

- ii. When the delivery from items exceeds the term appointed in the Purchase Order and such delay prevents EISENMANN to comply with the obligations with third parties.
- iii. When the Supplier does not have the valid policy of insurance with civil responsibility coverage against third parties.
- iv. When the Supplier does not respect the price negotiated after the Purchase Order has been delivered.
- v. When, derived from the inspection visits performed by EISENMANN is evident that the Supplier will not be able to comply with the timing established in the Purchase Order.

Likewise, EISENMANN could cancel the Purchase Order at any time, previously notifying in written to the Supplier about such situation. In these cases EISENMANN must pay an indemnification to the Supplier equivalent to the costs that the Supplier proves to have fallen into due to the work performed in relation to the Purchase Order being EISENMANN compelled to pay only for the transformed products and not for the raw material.

In the case mentioned before EISENMANN will not indemnify the Supplier if there were any advanced Payments that must have been covered by the Supplier.

- b. The Supplier could cancel the Purchase Order with no responsibility only when there would be a force majeure appointed in the 2 provision index i.
- c. If the Supplier cancelled the Purchase Order by any cause not foreseen in the previous provision, this must notify from such situation in written to EISENMANN having to pay the latter a conventional fee equivalent to the 30% of the total amount of the Purchase Order under the cancellation concept.
- d. The Supplier can only cancel the Purchase Orders before executing the payment of the first invoice; if after this date it is its wish to cancel the Purchase Order this must pay EISENMANN a percentage equivalent to 50% of the total amount of the Purchase Order.
- e. In case that the Supplier cancels the Purchase Order once EISENMANN have made the Payments in Advanced and these were higher or equal to a 50% of the total amount of the Purchase Order, the Supplier must pay EISENMANN for cancellation the 100% of the amount of the Purchase Order.

12. Termination.

- a. The relation between EISENMANN and the Supplier ruled by this instrument will be terminated when:
 - i. The items or services have been delivered according to EISENMANN and the payment for these has been done.
 - ii. The object of the same becomes impossible.
 - iii. As a common agreement both parties wish to terminate it.

13. Rescission

- a. EISENMANN could rescind this Purchase Order with no need of judicial intermediation and with no responsibility for this with only a written notification and with extra-judicial character at the address of the Supplier where the reason of rescission is mentioned in the following cases which are only a list and not a limitation:
 - i. In cases where the delivery terms agreed are not respected or any other non-fulfillment by the Supplier regarding the amount, measurement, weight or quality of the articles or services provided according to this Purchase Order and EISENMANN decides to rescind this Purchase Order.
 - ii. When under EISENMANN criterion the material used in the articles do not comply with the specifications appointed in the Purchase Order.
 - iii. In case that the delivery of items by the Supplier is repeatedly in disagreement with the Purchase Order.
 - iv. If the Supplier refuses to show EISENMANN the insurance policy within the seventeenth provision in the Purchase Order.
 - v. If a dissolution procedure started and the liquidation of the partners that are part of the company represented by the Supplier.

- vi. If there were against the Supplier a strike emplacement or any other stoppage from work as long as this situation is not corrected in fifteen days starting from the date when such event arises.
 - vii. Because it is impossible the procurement of the object of this Purchase Order because force majeure.
 - viii. In all the cases previewed by law.
- b. The Supplier could rescind this Purchase Order previous a judicial resolution in the following cases:
- i. For the lack of payment of one or more invoices by EISENMANN
 - ii. If a dissolution procedure started and the liquidation of the partners that are part of the company represented by EISENMANN.
 - iii. If there were against the EISENMANN a strike emplacement or any other stoppage from work as long as this situation is not corrected in fifteen days starting from the date when such event arises.

14. Validity in Case of Partial Nullity.

- a. If any disposition of the purchase conditions was annulled by any reason, the validity of the conditions and remaining provisions will not be affected unless case of rescission by non-fulfillment.

15. Interpretation.

- a. In the case in which the Supplier requires so there would be a copy of this document in the language indicated by the same.
- b. In case of any doubt related to the interpretation of the provisions herein contained the language chosen to perform such interpretation will be Spanish.

16. Controversy Solution.

- a. If the Supplier is not Mexican, in case of any controversy arisen from the interpretation or execution of the Purchase Order or modified agreements to the same, both parties expressly agree to finally settle all disputes by means of the arbitration according to the rules and procedures from the Rules of Arbitration of the International Chamber of Commerce ("ICC").
- b. The arbitration appointed in the last paragraph will be submitted to the following conditions:
- i. Both the Supplier and EISENMANN could start the arbitration procedure.
 - ii. The term of the arbitration procedure will be of 90 (ninety) working days starting from when the arbiter having accepted their designations start the arbitration procedure.
 - iii. There will be three arbiters each one designated by one of the parts and the third one will be designated by the two arbiters appointed by the parties. If one of the parties does not designate its arbiter within the 30 (thirty) following days starting from the date on which the notification requesting the arbitration procedure was made by the other party, or if the arbiters within the following thirty (30) days to their designation do not designate a third arbiter, or if this does not accept then the International Court of Arbitration of the ICC will designate the arbiter that was not designated by the party or will designate the third arbiter according to the case with the established in its Regulation.
 - iv. The location of the arbitration will be Mexico City, United Mexican States; therefore, for all the arbitration effects and legal jurisdiction in its case the parties expressly renounce to the jurisdiction that might correspond because of their current or future addresses.
 - v. The parties will decide in each case if the arbitration decision will be by the rule of law or in friendly composition. Unless the law dispose the opposite or because lack of agreement between the parties, the decision will be solved in friendly composition. In all resolution by the rule of law, the decision will be based on the legislation of the United Mexican States.
 - vi. The Procedural Law of the location for the arbitration will be applied due to lack of procedural arbitration norm from the Regulation of the ICC.
 - vii. The arbitration language will be Spanish.
 - viii. The arbitration award will be final and definitive for both parties; therefore, these renounce to appeal.

