

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

**1 GENERAL**

- a. In these Terms and Conditions (“Conditions”) “Buyer” means Element Materials Technology Monterrey, S. de R.L. de C.V. purchasing the Goods and/or Services from the Supplier; “Supplier” means the supplier indicated on the Order; “Goods” means the goods or other materials stated on the Order and any necessary ancillary goods or materials; “Services” means the services stated on the Order and any necessary ancillary services; “Company” means the Buyer and any of its subsidiary companies; “Contract” means the contract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services; “Order” means the Buyer’s order for the Goods and/or the Services from the Supplier; and “Supplier’s Warranties” means those warranties as set out in clauses 5a, 5b and 5c.
- b. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:
  - i. the Supplier issuing written acceptance of the Order, including without limitation, by electronic mail; or
  - ii. any act by the Supplier consistent with fulfilling the Order,at which point and on which date a valid and binding Contract shall come into existence for all legal purposes governed by these Conditions and the laws of the United Mexican States (“Mexico”).
- c. 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 sales order, brochure, price list, acknowledgement of order or similar document, all of which are hereby entirely 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 these Conditions shall have no effect unless expressly agreed in writing by an authorized attorney-in-fact of the Buyer with sufficient power of attorney. These Conditions do not affect the Buyer’s statutory and other legal rights. All correspondence and documents including advice notes, packing notes and invoices shall bear the Order reference number.
- d. The headings in these Conditions are for convenience only and shall not affect their interpretation. The word “including” will be 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 examples 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 no dates 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 Buyer’s domicile located in Carretera Monterrey-Salttillo No. 3279-B, Privada de Santa Catarina, Santa Catarina, Nuevo León C.P. 66367, Mexico) and 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 take place in the Buyer’s presence and at its direction.
- c. The Supplier shall deliver the quantity of Goods stated on the Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered.
- d. The Goods shall be properly packed and stored during transit at Supplier’s own cost and risk, so as to reach their destination in an undamaged condition. All containers and other packaging shall be included in the price and non-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 and risk obtain, maintain and comply with any necessary export/import licences, registrations, permits or consents (including work permits or any kind of government authorizations) for the supply and delivery of the Goods or provision of the Services, being Supplier also responsible for the payment of any import duties, taxes, customs processing fees, and compliance with any non-tariff regulations and restrictions, which may be applicable upon the importation of the Goods into Mexico.
- f. The Buyer or its representatives shall have the right to inspect and test the Goods and inspect the provision of the Services, and the Supplier irrevocably grants the Buyer the right to enter its premises for these purposes. If as a result of such inspection or testing the Buyer is not satisfied that the Goods or the Services comply with the Contract and the Buyer so informs the Supplier, then the Supplier shall take all necessary steps to ensure compliance. No inspection or testing shall imply any acceptance by the Buyer nor the waiver of any contractual or statutory rights.
- g. The Buyer may at any time make changes in writing relating to the Order including, without limitation, changes in the specifications of the Goods or the method of performance of the Services, quantities, packing or time or place of delivery of the Goods or performance of the Services. Implied acceptance of the changes by Supplier will be considered granted for all legal purposes once Supplier continues with the supply of Goods or rendering of the Services, after the receipt of the change notice provided by Buyer. If such changes result in an increasing cost of, or time required for, the delivery of the Goods and/or the performance of the Services, an equitable adjustment shall be made to the price and/or the schedule for the delivery of the Goods or the performance of the Services. Any claim for adjustment by the Supplier must be approved in writing by an authorized attorney-in-fact of the Buyer with sufficient power of attorney before the Supplier proceeds with such changes.
- h. The Buyer shall be entitled to cancel the Order in whole or in part by giving notice to the Supplier at any time prior to delivery of the Goods or performance of the Services, in which event the Buyer’s sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation, which shall be indubitably evidenced by the Supplier, but such compensation shall not include loss of anticipated profits or any consequential loss.

**3 PRICE AND PAYMENT**

- a. Unless otherwise stated on the Order, the price for the Goods and/or the Services shall be denominated in the currency indicated in the Order and exclusive of any taxes which the Supplier is under the legal obligation to collect and remit, but inclusive of all other charges, such as duties, fees or taxes, cost of delivery, carriage, packing or provision to the Buyer, and shall not be subject to adjustment without the Buyer’s prior written consent provided by an authorized attorney-in-fact with sufficient power of attorney.
- b. If no price is stated on the Order, a price must be agreed in writing with the Buyer before the Order is acted upon by the Supplier.
- c. The Supplier’s invoices shall not be paid by the Buyer unless they show the Order number and comply with all legal requirements provided by the applicable Mexican tax laws. Unless otherwise stated on the Order, payment shall be due from the Buyer sixty (60) days from the invoice date. The Supplier may not invoice the Buyer until delivery of the Goods to the Buyer or completion of the Services to the satisfaction of Buyer unless otherwise stated on the Order.
- d. Payment by the Buyer shall be without prejudice to any claims or rights which the Buyer may have against the Supplier and shall not constitute any admission by the Buyer as to satisfaction of the Supplier’s obligations under the Contract. The Buyer may withhold payment of any sums due under the Contract in the event of any dispute with or claim against the Supplier.
- e. The Buyer may, by notice in writing to the Supplier, set off any or all of the monies owing by the Buyer to the Supplier for the Goods or the Services against any amount owing from the Supplier to the Buyer or its affiliates (without prejudice to any other remedies of the Buyer in respect of any default by the Supplier).
- f. The parties hereto expressly agree that the place of payment of the price for the Goods and/or the Services is Buyer’s domicile for making payments located at Carretera Monterrey-Salttillo No. 3279-B, Privada de Santa Catarina, Santa Catarina, Nuevo León C.P. 66367, Mexico. Alternatively, the Buyer may pay by means of deposit or wire transfer to the bank account of Supplier as indicated by Supplier in writing.
- g. Supplier may not assign any accounts receivable from Buyer to third parties, without Buyer’s prior written consent provided by an authorized attorney-in-fact with sufficient power of attorney.
- h. Any taxes to be paid pursuant to the execution and compliance of the obligations set forth herein, shall be paid by the party that caused such taxes, in accordance with the tax legislation applicable in Mexico or abroad, as the case may be.

#### 4 RISK AND TITLE

- a. Risk in and title to the Goods shall pass to the Buyer on delivery to the Buyer (or, if appropriate and accepted in writing by Buyer, on receipt of the Goods by the Buyer's carriers) provided that the Goods are transferred to the Buyer; and in connection with the Services, risk and title shall pass to the Buyer on substantial incorporation into or onto the premises or the property of the Buyer or on completion of the Services (whichever is earlier).
- b. Where the Buyer supplies to the Supplier materials and/or equipment on a free issue basis for use in the manufacture of the Goods for supply to the Buyer under the Contract, such materials and/or equipment shall at all times remain in the ownership of the Buyer but shall be at the Supplier's risk from point of receipt by the Supplier. The Supplier shall only use such materials and/or equipment for the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment to any charge, lien or encumbrance and shall where reasonably practical keep such materials and/or equipment separate and clearly identified as the Buyer's property.
- c. The Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier ("Buyer Materials") in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose of or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorization. In regards to materials supplied by the Buyer for execution of an Order, the Buyer may request that any waste, scrap or remaining material, etc. be returned to the Buyer, or its value deducted from the Contract price.
- d. Title to all items provided to the Supplier for or in connection with the provision of the Services shall remain at all times with the Buyer and the Supplier shall not exercise, assert or purport to exercise or assert any lien of whatever nature in connection with such items and risk in them shall remain with the Supplier until completion of the Services and redelivery to the Buyer (when risk shall revert to the Buyer).
- e. For purposes of sections b, c and d above, the Supplier shall promptly execute with Buyer any agreements (i.e., bailment, deposit, etc.) and ancillary documentation that are necessary to evidence at all times Buyer's title to said materials and/or equipment. Upon Buyer's request, the Supplier shall also promptly obtain and deliver to the Buyer lien waivers from its landlord (if its premises are leased) and from any secured lenders of the Supplier, to confirm the Buyer's title and lien rights to said materials and/or equipment. The Supplier shall additionally insure, at Supplier's cost and expense, said materials and/or equipment against casualty or loss at the Buyer's request.

#### 5 WARRANTY AND LIABILITIES

- a. In the case of the Goods, the Supplier warrants to the Buyer that:
  - i. the Goods as delivered shall comply with all specifications and/or drawings supplied by the Buyer to the Supplier or, if none, with the Supplier's standard specifications and with any description or samples and be to the Buyer's satisfaction;
  - ii. the Goods shall be free from defects in workmanship, design, materials or functionality, shall be of first-class quality, sound design, merchantable and fit for any purpose intended by the Supplier or specified by the Buyer or as may be reasonably inferred from the Contract or dealings between the parties, and the Supplier shall hold in custody (i.e., as bailee or depositary) at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials and equipment of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and
  - iii. the Goods shall comply with all federal, state and local applicable laws, rules and regulations (and with any collection, quantity or other requirements stated in the Contract or on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all applicable federal, state and local Environmental, Health, and Safety (EHS) laws, rules and regulations, Mexican Official Standards and with best accepted industry standards.
- b. In the case of the Services, the Supplier warrants to the Buyer that:
  - i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specifications or, if none, with the Supplier's standard specifications and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's satisfaction;
  - ii. the Services shall be provided with the highest standards of care, skill and workmanship and the Supplier shall hold in safe custody (i.e., as bailee or depositary) at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials and equipment of the Buyer (if any) provided to the Supplier for or in connection with the provision of the Services;
  - iii. it shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;      iv. it shall use the best quality goods, materials, standards and techniques, and ensure that the deliverables and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
  - v. the Services shall be provided in accordance with all federal, state and local applicable laws, rules and regulations (and with any requirements stated in the Contract or on the Order), Mexican Official Standards, and best accepted industry practices;
  - vi. in the case of the Services provided on or at premises of the Buyer, the Supplier shall comply with all relevant Buyer policies (including health and safety policies and physical, systems and information security policies) and with the Buyer's site regulations in force from time to time and with other reasonable requests of the Buyer; and
  - vii. the Supplier and all workers under its supervision / control are registered and covered by the Mexican Social Security Institute (IMSS) and that the Supplier is in compliance with all its labor, tax and social security obligations that the applicable laws in Mexico may impose to the Supplier as employer of the personnel and any other employees and staff designated by the Supplier in order to comply with its obligations under the Contract, and therefore, Supplier shall provide evidence of such compliance to Buyer, upon request.
- c. The Supplier warrants that it shall not do or omit to do anything which may cause the Buyer to lose any licence, authority, registration, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
- d. If the Buyer finds that the Goods and/or the Services (or any of them) fail to comply with any of the Supplier's Warranties (regardless of the type or scale of the breach) the Buyer may, by giving notice to the Supplier:
  - i. reject any of the Goods or any part thereof (including any or all of the Goods not affected by such failure to comply), withhold any compensation and/or require the immediate refund of any monies already paid and/or cancel the Order and for the avoidance of doubt, such right shall still be available to the Buyer even if the Buyer has re-sold or otherwise dealt with the Goods;
  - ii. refuse any further delivery of any Goods or the further provision of any Services (including under another Contract);
  - iii. require the Supplier (free of charge) to rework, make good or replace the Goods or re-perform the Services to the Buyer's satisfaction (in either case within 30 days). Any demand to rework, make good, repair, replace or re-perform shall not prevent the Buyer's right to withhold any compensation and/or require the immediate refund of any monies already paid and/or from rejecting the Goods and/or the Services, if the Supplier fails to comply or if the rework, making good, repair or re-performance is unsatisfactory. Any replacement Goods or re-performed Services shall comply in all respects with the Supplier's Warranties;
  - iv. by itself or through arrangements with a third party, rework, make good, modify, repair or otherwise correct the Goods or re-perform the Services at the Supplier's cost; provided however, the Supplier shall immediately on demand reimburse the Buyer its costs and expenses of such rework, making good, modification, repair, correction or re-performance; and/or
  - v. exercise any other right or remedy provided in these Conditions, in the Contract, the Order or by law.
- e. The Goods, which are alleged not to comply with the Supplier's Warranties shall, as far as practicable, be preserved by the Buyer for inspection by the Supplier (provided that the Supplier inspects the Goods within 14 days of being notified of the alleged defect by the Buyer), and shall, if reasonably practicable, be returned to the Supplier at the Supplier's cost.
- f. The Supplier shall take out and maintain at its own cost adequate insurance with a reputable insurance company against any losses or damages whatsoever caused to the Buyer, the Buyer's Board of Managers, the Buyer's employees, the Buyer's property, and any third party, whether caused by the Supplier's (or its employees' or sub-contractors') default in providing the Services or supplying the Goods or otherwise through the Supplier's (or its employees' or sub-contractors') negligence, in amounts adequate (to Buyer's satisfaction) to cover any such potential losses or damages that may be incurred by the Buyer (or such other amounts as may be specified on the Order). The Supplier shall provide evidence of such cover to the Buyer upon the Buyer's request.

#### 6. FORCE MAJEURE

The Buyer has the right to defer the date of delivery or payment, cancel the Order, and/or otherwise vary the Contract, if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control (including, without limitation, acts of God, flood, storm, tempest, drought, earthquake or other natural disaster, pandemic, epidemic, war, any law, or any action taken by a government or public authority, fire, breakdown of plant or machinery, unavailability of fuel or power, explosion and national emergencies).

## 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 any such items prepared by the Supplier for the purposes of the Contract and representing, containing or embodying proprietary 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, trade names and design rights) of the Buyer or prepared by the Supplier in accordance with the Buyer's commission or specification (collectively, the "Work Product"), and all intellectual property rights in and to the Work Product, shall remain or automatically upon creation thereof become the Buyer's property (as the case may be) and shall be returned to the Buyer upon completion or termination of the Contract. The Supplier undertakes, on request from the Buyer and at no cost to the Buyer, to execute 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, the Work Product, any trademarks or trade names required by the Buyer to be applied or used by the Supplier in relation to the 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 do any act which, by its omission, would have that effect.

## 8. CONFIDENTIALITY AND PUBLICITY

- a. The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, or information relating to the business, affairs or property of the Buyer or any of the Goods or the Services which are of a confidential nature and have been disclosed to the Supplier by the Buyer, its employees, agents or sub-contractors, and any other confidential information concerning the Buyer's business or its products or its services that the Supplier may obtain (including any such information referred to in clause 7a) without the Buyer's prior written consent. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. For that effect, all such employees, agents or subcontractors of the Supplier to whom confidential information is disclosed shall be required to sign, if so requested by the Buyer, a confidentiality agreement in a form satisfactory to the Buyer. The Supplier undertakes to return to the Buyer, as soon as it ceases to use Buyer's confidential information in the execution of the object of this Contract or within a maximum term of five (5) business days after receiving written request from Buyer, all confidential information received in relation to the Contract. Alternatively, the Buyer may also request the Supplier to destroy such information, without cost for Buyer. The Supplier hereby acknowledges and understands the legal scope and consequences of failing to comply with its obligations set forth herein. Consequently, the Supplier shall be liable for any damages and losses caused to the Buyer in case of non-compliance in accordance with applicable intellectual property law and regulations, in addition to any civil or criminal liabilities. This clause 8 shall survive termination of the Contract.
- b. No publicity releases, news releases and/or advertising or promotional information relating to the Contract or the parties' relationship or business dealings should be undertaken by Supplier without Buyer's prior written approval.

## 9. DATA PROTECTION

- a. For the purposes of this clause 9: (i) "Data Protection Laws" shall mean the Federal Law for the Protection of Personal Data in Possession of Private Parties, its Regulations and applicable Guidelines, and/or any other applicable personal data protection legislation in force in Mexico or abroad, as the case may be.; and (ii) "Process/Processing/Processed", "Controller", "Processor", "Data Subject", "Personal Data", "Sensitive Personal Data", "Privacy Statement", "Transfer" and "Personal Data Breach" shall have the same meanings as in the Data Protection Laws. In exercising its rights and performing its obligations under the Contract, the Supplier may obtain or have access to Personal Data and/or Sensitive Personal Data related to its employees, third parties and/or Buyer's employees; therefore, the Supplier shall at all times comply with the applicable Privacy Notices and with Data Protection Laws, and shall use any information received by its employees, third parties and/or Buyer's employees, only for authorized purposes and shall keep such information on a confidential basis. To the extent that any Personal Data and/or Sensitive Personal Data is Processed by the Supplier, the Supplier shall at all times take all appropriate privacy, technical, legal and organizational measures against unauthorized Transfer or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data.
- b. The Supplier agrees not to provide or otherwise make available Personal Data to the Buyer, other than business contact information of certain employees (for example, name, business telephone number, email address and job title or staff ID), unless otherwise required for the provision of the Services, in which case such Transfer of additional Personal Data shall be specifically identified in advance by the Supplier with the prior authorization of the Data Subjects and agreed to in writing by the Buyer, as applicable, in accordance with the applicable Privacy Notices and the Data Protection Laws.
- c. In exercising its rights and performing its obligations under the Contract, the Supplier shall at all times comply with all statutory obligations in respect of Personal Data including the Data Protection Laws. To the extent that any Personal Data is processed by the Supplier, the Supplier shall: (i) not Process, Transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the prior consent of the Data Subjects if necessary and/or documented instructions from the Buyer, as applicable (which shall unless otherwise be agreed to process Personal Data as necessary to provide the Services pursuant to the terms of this Contract and in accordance with the Data Protection Laws), unless otherwise required by a law to which the Supplier is subject, provided that in such a case the Supplier shall inform the Buyer of that legal requirement before Processing, unless that law prohibits such supply of information to Buyer on important grounds of public interest; (ii) take all appropriate technical and organisational measures against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, such measures to comply with the Data Protection Laws and to take into account and be appropriate to the state of the art, nature, scope, context and purposes of Processing and risk of harm which might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data; (iii) not Transfer the Personal Data to any country outside Mexico without authorization of the Data Subjects if necessary and/or the prior written consent of the Buyer as applicable, and in any event, without a proper data transfer agreement; (iv) ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations or undertakings; (v) implement appropriate organisational and technical measures to assist the Buyer in meeting its obligations in relation to the Data Protection Laws taking into account the nature of Processing; (vi) not authorise any sub-contractor to process the Personal Data ("sub-processor") other than with the authorization of the Data Subjects if necessary and/or prior written consent of the Buyer as applicable, which consent shall be conditional on the Supplier ensuring compliance with the Data Protection Laws; and (vii) cease Processing the Personal Data immediately upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Buyer's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that, and for so long as, the Supplier is required to retain the Personal Data due to a legal or regulatory requirement pursuant to the Data Protection Laws.
- d. If the Buyer receives a request from a Data Subject to exercise any of its rights pursuant to the Data Protection Laws, the Supplier shall notify the Buyer as soon as reasonably practicable and shall implement and maintain appropriate measures and provide all such assistance as the Buyer may reasonably require to enable the Buyer to timeously comply with the Data Subject's access request.
- e. The Supplier shall notify the Buyer promptly and without undue delay (and in any event within 24 hours upon becoming aware) of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Buyer with sufficient information and in a timescale which allows the Buyer to meet any obligations to report a Personal Data Breach under the Data Protection Laws and shall take such steps as are directed by the Buyer (acting reasonably) to assist in the investigation, mitigation and remediation of such Personal Data Breach.
- f. The Supplier shall make available to the Buyer such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Buyer or an auditor mandated by the Buyer to provide assurance that the Supplier is in compliance with the obligations set out in this clause 9, provided always that this requirement shall not oblige the Supplier to provide or permit access to information concerning: (i) the Supplier's internal pricing information; or (ii) information relating to other clients of the Supplier (save where mandated or required by a supervisory data protection authority). The Supplier must immediately inform the Buyer if, in its opinion, an instruction provided by the Buyer pursuant to this Contract infringes any data protection provisions.
- g. The subject matter, and the purpose, of Processing under this Contract is the provision of Services set out herein and such Processing may take place throughout the period during which such Services are provided, subject to clause 9(c)(vii). The nature of the Processing shall be those Processing operations that are necessary to enable the Supplier to provide the Services, which may be more particularly described in this Contract. This Processing shall be in relation to the Buyer's customers and/or employees (as appropriate) and may include, without limitation, names, contact details and identity information. The obligations and rights of the Buyer, as Controller, are as set out in this clause 9 and elsewhere in this Contract. The Buyer may make reasonable amendments to this clause 9(g) by written notice to the Supplier from time to time as the Buyer reasonably considers necessary to meet the requirements of the Data Protection Laws.

#### 10. ANTI-CORRUPTION, MONEY LAUNDERING AND ETHICS

- a. The Supplier agrees, irrevocably, that the commercial relationship now held with the Buyer must conform to the highest stringent and rigorous standards and principles of ethics, morality and good faith in conducting business, including but not limited to, preventing through it and/or through third parties, either wholly or partly, directly or indirectly, relationships, contacts and/or commercial partnerships with any kind of agents that in any way have, or have had, involvement in illicit commercial activities, including unethical or unfair competition, which the Supplier knows or should have known about.
- b. The Supplier undertakes to comply with all national and foreign laws, statutes, regulations and codes relating to anti-bribery and anti-corruption that are applicable in Mexico ("**Anti-Corruption Laws**") and to not do, nor omit to do, any act that will lead to the Buyer being in breach of any of the Anti-Corruption Laws. The Supplier shall comply with the Buyer's anti-corruption policies, which have been notified to the Supplier with anticipation to the execution of this Contract and that may be updated from time to time by the Buyer ("**Anti-corruption Policies**").
- c. The Supplier shall promptly report to the Buyer in writing any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract, and which might constitute an infringement to the Anti-Corruption Laws.
- d. The Supplier shall promptly notify the Buyer in writing if a national or foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no national or foreign public officials as direct or indirect owners, officers or employees at the date of execution of this Contract).
- e. The Supplier represents and warrants that it shall make any payments due to the Buyer, if any, with funds obtained legally from and through financial institutions and accounts, which are in compliance with applicable laws in Mexico and abroad concerning the prevention of money-laundering, terrorist financing, illegal drug trade and other illicit activities. The Supplier shall comply with the applicable provisions of the Mexican Federal Law for the Prevention and Identification of Operations with Resources of Illegal Origin and similar regulations.
- f. As one core element of the parties' business conduct guidelines, the employees of the parties may not directly or indirectly offer, give or receive any monetary gifts in the course of their business dealings or any other form of benefits or gifts of more than nominal value. The employees of the parties may not demand, accept, obtain, or be promised personal favors, gifts of more than nominal value, or monetary gifts or the like for him/herself, other employee of the parties, or family members or personal friends of any employee of the parties.

#### 11. MODERN SLAVERY

- a. In performing its obligations under the Contract, the Supplier shall, and shall ensure that each of its subcontractors shall, comply with all national or foreign laws, statutes, regulations and codes that are applicable in Mexico and that relate to the prevention of slavery and human trafficking.
- b. The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- c. The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.

#### 12. COMPLIANCE WITH LAWS AND INDEMNITY

- a. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws and regulations in Mexico, including without limitation all laws relating to Supplier's tax obligations, employment and compensation of Supplier's personnel, accounting and financial reporting, and/or that regulate Supplier's business in general.
- b. The Supplier hereby agrees to indemnify and to defend and hold the Buyer harmless, including Buyer's parent company, affiliates, subsidiaries, shareholders, members, directors, officers, representatives, employees, agents, consultants, contractors and related parties (the "**Indemnified Parties**") from and against any direct, indirect or consequential losses, damages, proceedings, liabilities, claims, costs and expenses (including legal expenses on a full indemnity basis) which may be suffered or incurred by the Buyer or the Indemnified Parties, as a result of or arising out of or in connection with:
  - i. any Goods and/or Services failing to comply with any of the Supplier's Warranties;
  - ii. any Goods and/or Services being defective or failing to comply with any applicable federal, state or local laws, rules or regulations;
  - iii. any late or incomplete delivery of the Goods or performance of the Services by the Supplier;
  - iv. any other breach of any law or the Contract by the Supplier or any negligent act of the Supplier, its employees, agents or contractors (whether or not causing or contributing to death and/or personal injury);
  - v. any claim made against the Buyer in respect of any liability, loss, damage, cost or expense sustained by the Buyer's employees or agents, by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods and/or the Services; or
  - vi. any actual or alleged infringement, misappropriation or violation by the Supplier, including arising from or in connection with the Goods, the Services and/or the Work Product, of the rights of a third party or the Buyer or the Indemnified Parties, under any patent, registered design, copyright, design right, trademark, service mark or tradename or other intellectual property rights.

#### 13. TERM, TERMINATION AND SUSPENSION

- a. These Conditions will be valid for an indefinite term and shall continue to be valid for as long as the Contract remains in full force and effect, except for those Conditions that shall survive termination of the Contract pursuant to this document or by law.
- b. The Buyer may, in addition to its other rights and remedies, terminate the Contract forthwith or suspend the whole or any outstanding part of the Order, without the Buyer incurring in any liability and without the need for any prior judicial resolution, and by only giving written notice to the Supplier, if:-
  - i. the Supplier fails to deliver or provide the Goods, or commence or complete the Services, on the date or within the period (as the case may be) required under clause 2a or breaches any other term of the Contract;
  - ii. the Supplier is unable to pay its debts as they fall due, ceases (or threatens to cease) to carry on its business, enters into any arrangement or composition with its creditors, commits any act of bankruptcy or an order is made or an effective resolution is passed for its winding up, or if a petition regarding any of the foregoing is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed for the Supplier, or the Supplier suffers any foreign equivalent of the foregoing; or
  - iii. the Buyer has reasonable grounds for suspecting that an event in clause 13b.ii has occurred or will occur, or that the Supplier will not deliver the Goods or provide the Services in accordance with the Contract.

Notwithstanding the foregoing, the Buyer may terminate the Contract at any time, without liability and without the need of any prior judicial resolution, by only giving written notice to the Supplier with at least thirty (30) days prior to the desired date of termination. In any case, the parties shall continue complying with their obligations until the effective date of termination and shall return to each of other all that in fact or by law corresponds to each of them.

- c. The Buyer reserves the right in the circumstances stated in clause 13b to remove from the premises where they are being made any of the Goods in course of preparation for the Contract and to have the same completed elsewhere or to remove from the premises where they are being processed or otherwise dealt with in connection with the Services any materials provided to or on behalf of the Supplier in connection with the Services. The Buyer shall be entitled to charge the Supplier the costs incurred by the Buyer in having the Goods and/or the Services completed by others but shall credit to the Supplier a fair proportion of the price for any Services provided, the Goods or materials so removed or work in progress taken over by the Buyer.
- d. The Buyer shall not be responsible to the Supplier as result of the termination of the Contract, for lost profits or future sales, or for expenses, investments, lease agreements or other commitments related with the business or the goodwill of the Supplier. The Supplier agrees to indemnify and hold the Buyer and the Indemnified Parties harmless against and from any claims or lawsuits that the employees, representatives or customers of the Supplier may claim in regards to their compensation, reimbursements or losses as result of the termination of the Contract.

#### 14. MISCELLANEOUS

- a. Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer under this Contract or any other contract or the applicable law.
- b. This Contract is entered into by independent parties on a principal-to-principal basis. Consequently, nothing in this Contract shall create or be deemed to create an association or partnership between the parties and, therefore, under no circumstances shall the Supplier be considered an agent, representative or attorney-in-fact of the Buyer and it shall have no authority whatsoever to act in the name of or on behalf of the Buyer or to bind the Buyer in any manner.
- c. The Contract may not be assigned by the Supplier and the Supplier may not subcontract the manufacture of the Goods or the provision of the Services without the Buyer's prior written consent. In any event, the Supplier shall remain jointly and severally liable with the assignee or sub-contractor.

- d. Any provision of these Conditions which is held by a competent authority to be invalid, void, voidable, unenforceable or 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 delivery or overnight courier delivery service to the domiciles specified on these Conditions or in the Order, or by confirmed electronic mail addressed to and confirmed received by the parties' authorized legal representatives, and should be deemed to be given on the date received.
- f. No failure or delay by the Buyer to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. No remedy for the Buyer conferred by any of the provisions of the Contract is intended to be exclusive of any other remedy, and every remedy will be cumulative and in addition to every other remedy.
- g. The provisions of these Conditions, which expressly or impliedly have effect after termination or completion of the Contract, shall continue to be enforceable notwithstanding termination (including, without limitation, clauses 5, 7, 8, 10, and 13c).
- h. The parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it. To avoid doubt, a person who is not a party to the Contract shall not have any rights under or in connection with it.
- i. The Contract shall be governed by and construed in accordance with the laws of Mexico (excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG)). In the event of dispute regarding the interpretation, fulfillment and enforcement hereof, the parties hereby expressly and unconditionally submit to the exclusive jurisdiction of the competent Courts located in the city of Monterrey, State of Nuevo Leon, Mexico, expressly waiving any other jurisdiction that might correspond to them by virtue of their present or future domiciles or for any other reason whatsoever.

IN WITNESS WHEREOF, the parties hereto have signed this Contract through their duly authorized legal representatives on the date of acceptance of the Order No. \_\_\_\_\_ pursuant to clause 1b of these Conditions.

**“Buyer”**

Element Materials Technology Monterrey, S. de R.L. de C.V.

\_\_\_\_\_  
Name:  
Title: Attorney-in-fact

**“Supplier”**

Supplier's Name:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Attorney-in-fact