

SALES TERMS AND CONDITIONS OF BAUMUELLER NUERMONT SA DE CV

I. Offer and Contract. No offer or contract shall be binding upon BAUMUELLER NUERMONT S.A. de C.V. ("Seller") except by issuance of the Seller's printed acknowledgment form. Acceptance by Seller of buyers ("Buyer") order is expressly made conditional on assent of these terms and conditions ("Terms"), either by written products and services (together referred to as "Products") describe on Seller's acknowledgment form. No failure of Seller to object to conditions contained in any other writing or other communication from Buyer shall not be construed as a waiver of these Terms nor acceptance of any such other provisions nor shall seller incur any liability for retracting its offer if Buyer objects to these Terms and Seller does not agree in writing to any other terms. These Terms also serve as notice of Seller's objection to and rejection of any terms and conditions of purchase or sale included in buyers order or other writing that are different from or additional to these Terms. Paragraph headings herein are for convenience only and are not to be considered interpreting any of the provisions herein.

II. Quotations. Seller's quotations and tenders are subject to change and Products are subject to availability at any time prior to Seller's acceptance of Buyer's order as set forth in paragraph I. Fixed prices must be expressly confirmed as such by Seller in writing.

III. Samples and Catalogues. Any figures, measurements, statements, descriptions, illustrations, photographs, drawings or any other matters contained in the Seller's brochures, catalogs, price lists, or advertising literature, or any samples provided to Buyer by Seller are not guaranteed to be accurate and are intended merely to represent a general description or depiction of the Products and shall not form part of any agreement between the Seller and the Buyer, unless specified in writing.

IV. Delivery and Risk of Loss and Licenses.

1. Delivery of the Products to a common carrier at Seller's principal place of business or at any other loading point specified by Seller, shall constitute delivery to Buyer ("Delivery") and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall upon Delivery, shift to Buyer. If Buyer is responsible for any shipment delay, Seller's written notification to Buyer that the Products ordered hereunder are ready for shipping shall constitute Delivery to Buyer, and further risk of loss or damage as well as all cost for handling, transportation and storage shall be borne by Buyer.

2. Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including without limitation, any act of God, act or failure to act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities.

3. The parties agree to partial delivery.

4. It is Buyer's sole responsibility to pay for and to obtain any governmental or other licenses, certificates or documentations as may be required.

V. Storage. If the Products are not shipped within thirty (30) days after notification to the Buyer that they are ready for shipping, for any reason beyond Seller's reasonable control, including the Buyer's failure to give shipping instructions, Seller may store such Products at the Buyer's sole risk in a warehouse or other storage facility or upon Seller's premises and the Buyer shall pay all handling, transportation, insurance, and storage costs at the prevailing commercial rates.

VI. Suspension and Cancellation.

1. If Buyer shall omit delivery instructions or shall fail to accept Delivery, as required by contract, or shall fail to make any payment when it becomes due, or if Buyer shall enter into any composition or arrangement with its creditors or if any distress or execution is levied upon any goods or property of Buyer, or if Buyer shall commit any act of bankruptcy or, if a corporation, a receiver shall be appointed of the whole or any part of its undertaking or assets or if Buyer shall pass a resolution for winding up or if a court shall make an order to that effect or if Buyer shall have a receiving order made against it, then at Seller's right to any unpaid price for Products delivered or cost of work done under the Contract and to damages for loss suffered in consequence of such termination.

2. Following Seller's acceptance of the order, the same may not be canceled by Buyer without the Seller's written consent.

3. If the Seller shall be prevented from delivering Products or performing work in accordance with the contract as a result of delay or default on the part of the buyer or any other reason beyond the Seller's reasonable control the Seller shall be entitled to reschedule the Delivery of performance date or dates as it shall reasonably require.

4. If the Seller is unable to deliver the Products on the agreed on delivery date, through no fault of Buyer, Buyer may, after giving Seller sixty (60) days' notice by fax or e mail, cancel the contract. Buyer shall have no right to claim damages due to Seller's late or lack of Delivery

VII. Force Majeure.

1. In the event that any circumstance beyond the control of the parties hereto ("Force Majeure") and in particular without prejudice to the foregoing, acts of God or the public enemy, fire explosion, earthquake, lightning, storm, hurricane, failure of public services, perils of the sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, shortage or

failure of supply of materials or equipment from normal sources for manufacture of the products, labor disputes, or strikes, in consequence of which seller is prevented, impeded, or suffers interference with the Delivery of, or the buyer is prevented, impeded, or suffers interference with the acceptance of the Products, then neither Seller nor Buyer shall have any claim against the other for any direct or indirect or consequential loss, injury, or damage, which shall include, but not be limited to, any loss of trade or profit, which may be caused or sustained by either party or any third party. However, the affected party shall promptly upon the occurrence of any such case so inform the other party in writing, stating such cause has delayed or prevented its performance hereunder and thereafter such affected party shall take all actions within its power to comply with the terms of any contract and these terms as fully and promptly as possible.

2. If either party is unable to perform its respective obligations under this Agreement for a continuous period of sixty (60) days by reason of Force Majeure then both parties, in utmost good faith, shall enter into discussions with a view to agreeing on such adjustments as may be mutually acceptable to continue the operation of any contract and these Terms. If the parties cannot mutually agree on the continuation of any contract and these terms, either party may terminate any contract or agreement between them. Termination will be without prejudice to the rights and obligations accrued to the date of termination.

VIII. Products. Seller reserves the right to modify, make minor design changes, and/or discontinue Products at any time and without prior notice. Seller will ship products that have the same or similar functionality and performance of the products ordered, but changes, including but not limited to changes with regard to measurements and weight, due to technical requirements between what is shipped and what is described in specification sheets, catalogs, or the like, are possible.

IX. Prices and payment.

1. If the products are shipped from Seller's principal place of business or from any other location within the Mexican Republic., the quoted price is F.O.B. location of shipment, unless otherwise agreed upon in writing.

2. The quoted prices of the products does not include duty, tariffs, taxes, freight costs, packaging, insurance, or similar charges, which shall be borne by Buyer, unless otherwise agreed upon in writing. All prices are subject to change prior due to changing market conditions, product discontinuation, or other extenuating circumstances.

3. Buyer is responsible for specifying packaging and insurance requirements and to cover all costs associated therewith.

4. Buyer shall be responsible for any insurance and shipping charges of domestic and international shipments of the Products and Buyer shall reimburse Seller of any such charges paid by seller, unless otherwise agreed upon in writing.

5. Unless otherwise specified on the face hereof, the terms of payment of the total invoice price for the products, services and/or repairs ordered hereunder shall be within thirty (30) days after receipt of invoice. In case of partial Delivery, Seller may invoice Buyer and Buyer shall make payment for the value of such partial Delivery.

6. Overdue amounts shall bear a delinquency charge of interest at eighteen percent (18%) per annum or the maximum rate permitted by law.

7. Buyer shall have no right of set-off with alleged counter-claims. Any assignment of Buyers counter claims to a third party without seller's prior written consent shall be void.

8. Buyer agrees to reimburse Seller for any costs and expenses (including reasonable attorney's fees) in connection with the collection of any amounts owed to Seller on the day of shipment.

9. If the parties agreed to a delivery period of more than four (4) months, Seller may charge Buyer and Buyer agrees to pay to seller for any increases in costs, including but not limited to increase of costs for material, manufacture assembly, workmanship, and delivery, due to the extended delivery period. In such case, the parties agree that the price for the products shall be the price determined by seller on the day of shipment.

10. Where products are made to the buyer's own specifications, patterns or designs or if the buyer supplied materials and such specifications, patterns, designs, or material prove to be inaccurate or otherwise unsuitable for the manufacture of the products, the seller may charge the buyer and the buyer shall be responsible for payment of any additional costs incurred by the seller in correcting or modifying or otherwise adjusting the products to meet the actual requirements of the buyer.

X. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee or charge of any nature whatsoever imposed by any governmental authority, domestic or foreign, on or measured by the transaction between seller and buyer shall be paid by buyer in addition to the price quoted or invoiced. In the event that seller is required to pay any such tax, fee or charge. Buyer shall reimburse seller therefore unless otherwise agreed upon in writing.

XI. Limited Warranties.

1. Seller warrants that the products shall be free from defects in material and workmanship for a period of twelve (12) months from the date of Delivery. Seller's obligations under the aforesaid warranty shall be expressly limited to repairing, or discounting the products, which if properly used and maintained, prove defective in material or workmanship. Such repair,

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replacement, or discount shall be seller's sole obligation and buyer's sole remedy hereunder and shall be conditioned upon a) Buyer's inspection of the products within fourteen (14) days of delivery. Any product replaced pursuant to this warranty will be warranted for the remainder of the original warranty period and any product repaired pursuant to his warranty will be warranted for the greater or the remainder of the original warranty or for a period of three (3) months from Delivery of the repaired products. Upon seller's request, buyer shall promptly provide, at no cost to seller, samples and other evidence of, and shall allow seller's representatives access to, the alleged defective products. If applicable, it shall be in seller's sole discretion to determine whether to repair, replace, or discount the products. Claiming an alleged defect does not relieve buyer of any of its payment obligation to seller. Buyer must not return any alleged defective products without seller's prior written consent. Buyer agrees to reimburse seller for all costs and expenses associated with any return of products unauthorized by seller. Receipt or inspection of returned products by seller shall not be deemed admission of any alleged defect.

2. Seller's obligations under subsection 1 of this paragraph XI shall not apply to any part of the products sold hereunder, which have been damaged due to negligent or faulty use, alteration, maintenance, storage, or handling by buyer or which have been damaged by buyer or any other third party after delivery.

3. Buyer waives any right to assert any claim against seller arising from any defects in material or workmanship of products sold hereunder, which would have been observable on reasonable inspection or testing within fourteen (14) days of delivery.

4. Any suggestions by seller or seller's agents regarding use, application, or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by seller.

5. THE WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY FOR DESIGN, INCLUDING BUT NOT LIMITED TO BUYER'S DESIGNS OR SPECIFICATIONS, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

6. ANY USED PRODUCTS, ARE SOLD BY SELLER ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED.

XII. Limitation of liability.

1. Except as otherwise agreed in writing, Seller's liability with respect to the products shall be limited to warranty provided in paragraph XI hereof, and shall, in any way, be limited to the purchase price.

2. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER THEORIES OF LAW, WITH RESPECT TO THE PRODUCTS SOLD, BY SELLER, OR UNDERTAKINGS ACTS OR OMISSIONS RELATING THERETO. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS, ARISING IN CONNECTION WITH THE CONTRACT OR WITH THE USE OR LIABILITY OF SELLER'S PRODUCTS FURNISHED UNDER THIS CONTRACT. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY IS LIMITED TO EITHER (1) REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, AND/OR (2) AT SELLER'S OPTION, DISCOUNT OF PURCHASE PRICE.

3. Without limiting the generality of the foregoing seller specifically if claims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of repairs to the products subject to seller's warranty performed by persons other than seller without seller's prior written consent, cost of substitute products, facilities or services, down-time or slow-down costs or for any other types of economic loss, and for claims of buyer's customers or any third party for any such damages. Seller disclaims any liability for any claim whether in contract or in tort, which arose more than one (1) year prior to the initiation of arbitration or litigation by buyer against seller.

4. Buyer agrees to cause its customers and anybody in the chain of manufacturing, supply, and distribution including the end customer to be bound by limitations of liability substantially equivalent to those contained in this Contract.

XIII. Security Interest. BUYER HEREBY GRANTS TO SELLER A SECURITY INTEREST IN THE PRODUCTS SOLD HEREUNDER TO SECURE PAYMENT OF THE PURCHASE PRICE OF SUCH PRODUCTS AND AGREES, AND APPOINTS SELLER ITS AGENT, TO TAKE ALL SUCH ACTION AND TO EXECUTE ALL SUCH DOCUMENTS AND INSTRUMENTS AS MAY BE NECESSARY OR REASONABLY REQUESTED BY SELLER TO PERFECT AND CONTINUE SELLER'S SECURITY INTEREST HEREUNDER.

XIV. Proprietary Information/Confidentiality.

1. All specifications, and other information furnished by seller are proprietary to seller and confidential. Such information has been developed at substantial expense and contains trade secrets that are the exclusive property of seller. Buyer may not

reproduce or distribute such information except to such of buyer's employees who are required to have such information in order to perform their duties and agree, in writing, to keep such information confidential. All such information supplied by seller except for information that (a) was generally available to the buyer from public or published sources, provided publication did not take place in violation of these terms or through fault or omission of the Buyer (b) was lawfully obtained from a source under no obligation of confidentiality, directly or indirectly, to either the buyer of the seller, (c) was disclosed through judicial action, or (d) was disclosed to the general public with the written approval of the seller shall be received in confidence and buyer shall exercise due diligence and reasonable care to hold such information in confidence.

2. This paragraph shall survive the termination or expiration of these terms.

XV. Data Protection. The parties acknowledge that the celebration of this contract may come to exchange personal data, as such term is defined in the Federal Law on Protection of Personal Data Held by Individuals, so under this act mutually consent to the collection, use, disclosure, storage, management and treatment in any form of such data by the opposing party, only for the purposes and effects arising from this contract. Based on the foregoing, the parties agree to grant confidential treatment to all the personal information obtained or obtainable by reaching under this contract on the opposite side, for which they must take steps to ensure the legitimate operation controlled and informed of any personal data in it or its employees, subsidiaries, partners, affiliates or any other person having relationship and under which the personal data could be obtained, as if it were their own information. The parties may not distribute, communicate, transfer or disclose by any means personal data contained in this contract or which will get its conclusion by the other party, to any third party, except where such dissemination, communication, transfer or disclosure is inherent or necessary to fulfill the purposes of this contract, ie, required by order of a competent authority, subject to infringements sanctions for the case under Articles 63, 64, 65 and 66 of the Act Federal Protection of Personal Data Held by Individuals. In case of doubt concerning the treatment that may or may not be given to any personal data of any Party, the dubious Party shall seek clarification and authorization for such effects to another. While not resolved the doubt, be understood that the questionable part is not authorized to treat personal data in question. At the end of the term of this Agreement for any reason, the Parties will destroy any information containing personal data from the opposing party, subject to such sanctions. The parties agree that this clause constitutes the Privacy Notice that the Federal Law on Protection of Personal Data held by individuals are concerned, as such term is defined in the Act itself, so expressly waive the exercise of any legal action arising from the lack of such notice.

XVI. Patents, Copyright.

1. Unless agreed otherwise by the parties, seller warrants that the products sold by seller are delivered free of the rightful claim of any third person with regard to infringement of any patent, trademark, trade dress, trade name or copyright laws of The Mexican Republic.

2. Buyer shall immediately notify the seller of any fact or event, which buyer actually knows or has reasonable basis to believe would constitute an infringement of the seller's products or an infringement by seller's products. Upon notification by buyer or if seller on its own motion becomes aware of any infringement, seller shall use its best efforts to prevent any infringement by its products or any third party's lawful intellectual property claims.

3. Seller undertakes to indemnify buyer against any bona fide third party intellectual property claims against buyer and or any loss or damages suffered or any expenses judicially proven to have been incurred by buyer as a result of any of seller's products being found to be an infringement of any third party intellectual trademark, design, patent or other intellectual property, unless such intellectual property claim is caused directly or indirectly by the acts or omissions of buyer. In the event that any such product or part thereof is enjoined, seller shall, in addition to the foregoing, either procure for buyer the right to continue using the product or part, or replace the product or part with non-infringing products or parts. The foregoing states the entire liability of seller for infringement of intellectual property claims.

4. Seller assumes no liability as to any patent or copyright infringement by virtue of the use of products manufactured to buyer's specifications. Buyer shall hold seller harmless and indemnify seller against all loss, liability, damage, and expense to seller, including without limitation attorney's fees and all other costs of defending any action resulting from manufacturing, processing, or performance of other work done in accordance with drawings, designs, or other specifications proposed or furnished by buyer, such as liability under the laws of patent, trademark, trade name, copyright, or trade secret resulting from the use or resale by buyer of the products sold hereunder by seller to buyer.

5. Seller assumes no responsibility for infringements of combination or process patents covering the use of seller's products sold hereunder in combination with other goods or materials not furnished by seller, and buyer will hold seller harmless and indemnify seller against any loss liability, damage, and expense, including without limitation attorneys' fees and other costs of defending any actions, arising from any claim of such infringement.

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1. To the extent that any agreement between the parties for products includes software products ("Software Products"), Seller hereby grants to Buyer, and Buyer hereby accepts, limited and non-exclusive license to use the object code of the software products on a server, personal computer, or other equipment (a "System") provided that a) Buyer has notified seller in writing of the particular system on which the object code will be used and b) Seller has determined, in advance, that the hardware and operating software comprising the system is compatible with the software products. The software products licensed under this agreement do not include the source code for the software products. The software products are licensed for use by buyer solely in connection with the use of the products sold by seller to buyer and the number of copies buyer shall be authorized to use shall be in accordance with the terms of this agreement. Buyer shall use the software products only to operate the products or process its own data for internal business purposes and shall not use the software products in connection with any firm, person, or organization other than itself, unless seller has given prior consent in writing. No title or ownership of the software products or any part thereof is transferred to buyer. Buyer acknowledges that by virtue of these terms or any agreement between parties, buyer acquires only the right to use the software products while buyer is the owner of any products and does not acquire any title to ownership of the software products or any part thereof. Licensee may copy the master copy (hereinafter "Copy" or "copies") and associated material for use, installation, and distribution on a system by its employees and representatives consistent with the terms of this agreement. Title to all intellectual property rights, including without limitation, any patent, trademark, copyright, trade secret rights, in, and title to all ownership rights in all copies of the licensed programs, program concepts, and ideas, and all other material provided to buyer by seller, are and shall remain seller's. The software products licensed by this agreement include all copies (including copies merged into other software) and translations, in any medium.

2. A title, ownership rights, intellectual property rights and copyrights in and to the software products, including but not limited to any source codes, object codes, codifications, methods, formulas, images, photographs, animation, video, audio, and text incorporated into the software products, the accompanying printed materials and any copies of the software products are owned or licensed by seller and shall remain the sole and exclusive property of seller or its licensor and seller or its licensor will retain all copyrights and other rights in the software products.

3. Upon sale of products, which include software products, by buyer to a third party, buyer may assign its limited and non-exclusive license to the software products to the third party buyer of the products. It is being expressly understood that any third party buyer of the products shall only acquire a limited and non-exclusive license in the software products subject to these terms and any other agreement between seller and buyer.

4. In the event that buyer violates any terms of this paragraph XVI, buyer will pay seller for each such violation, as liquidated damages and not as penalty, an amount of five thousand US dollars (\$5,000). The provision of this subsection 4 of paragraph XVII is without prejudice to, and is in addition to, any other remedies that seller has including, without limitation, the right to injunctive relief.

XVIII. Inspection and acceptance.

1. If the parties agree to inspection and acceptance of the products, buyer shall be responsible for all costs of the inspection. Inspection shall be performed jointly by both parties and each party shall specify the name of its representative(s) performing the inspection, unless buyer refuses the inspection, in which case seller shall not be obligated to perform the inspection. The inspection shall take into consideration the technical specifications agreed between the parties. The results of the inspection shall be stated in a protocol signed by the representatives of seller and buyer.

2. If the parties agree to inspection and acceptance of the products prior to delivery, such inspection and acceptance shall take place at seller's principal place of business or at such loading point specified by seller and shall be subject to the following:

a. If buyer does not inspect the products within seven (7) days after receiving notice from seller that products are ready for inspection and acceptance products shall be deemed to be inspected and accepted by buyer; b. Buyer may not refuse inspection and acceptance on the basis of non-material defects and products shall be deemed to be inspected and accepted within seven (7) days of seller's notice of readiness of inspection and acceptance buyer notifies seller of its refusal for of acceptance on the basis of non-material defects.

XIX. Installation.

1. If the parties agree for seller to carry out installation, erection, commissioning, or other work upon buyers premises or premises of a third party then buyer undertakes to provide or have provided, in time for timely installation, proper and safe storage of goods, materials, site preparation, other work in preparation of installation as specified by seller, and equipment necessary for completion of the installation. In addition, buyer shall ensure that seller, its employees, agents, or

representatives, have free and safe access to that part of the premises where the installation or other work by seller is to be carried out and that all services and facilities necessary to enable the work to be carried out have been provided.

2. Buyer shall indemnify seller in full for any direct or consequential costs, charges, expenses, damages, or losses seller incurs as a result of buyer's failure to timely comply with any or all of the provisions of subsection 1 of paragraph XVII above.

3. Seller shall not be liable for any work performed by its employees, agents, or representatives that is not directly associated with the installation of the products. In addition, seller does not perform installation of inspection of any plants, machines, systems, or components not supplied by seller.

XX. Non-Warranty repairs/service repairs.

1. Seller and buyer may agree for seller to make non-warranty repairs ("Service repair") products. Buyer may request estimates for the Service Repairs. Buyer shall be responsible for the costs of the estimates for the service repairs, unless buyer and seller contract for the service repair of the products. If seller becomes aware that the costs of the service repair shall exceed twenty percent (20%) of the cost estimate, seller shall immediately notify buyer of such increase and the parties shall mutually agree whether or not to continue with the service repair at the higher cost. If buyer cancels the service repair order due to the estimated increase in costs for the service repairs of more than twenty percent of the estimate, buyer shall be obligated to pay for any service repair work performed by seller up until the time of cancellation by buyer. Buyer shall be responsible for all costs of the service repairs including, shipping, and packaging, insurance, or travel expenses if seller is to perform the service repairs on buyer's premises or the premises of third parties.

2. Buyer acknowledges an express lien on any products repaired by seller to secure the cost of the service repairs thereto.

3. If buyer does not claim or accept shipment of products within six (6) weeks of a. Receiving notice of completion of the service repair and availability of products for delivery to buyer, if buyer agreed to take delivery from seller's place of business or seller's place of repair; or b. of shipment to buyer upon buyers request and expense, seller shall not assume any liability for loss or damage to the products, except for gross negligence or willful misconduct, and seller, upon written notice to buyer not less than thirty (3) days prior to any sale or disposition of the products, shall be authorized to sell or otherwise dispose of the products as sellers, in its sole discretion, may seem fit.

4. Service repairs performed under non-warranty terms will be warranted against defects in materials and workmanship for a period of six (6) months from the date of the non-warranty service repair. This "Service repair" warranty is limited to the components and parts affected by the non-warranty service repair. Any other unrelated failures or components are not covered by the "Service repair" warranty.

XXI. Indemnity. Buyer agrees to indemnify and hold seller harmless against any losses, claims and damages or liabilities, joint or several, in connection with products manufactured by buyer using seller's products sold under this contract. Buyer will reimburse seller for any legal or other expenses reasonably incurred by seller in connection with investigating or defending such actions and, at seller's request and election buyer will assume the defense of any such actions or claims.

XXII. Severability. If any, one or more of the provisions of these terms become invalid, illegal or unenforceable in any respect for any reason, the validity legality and enforceability of such provision in every other respect and of the remaining provisions of these terms shall not be in any way impaired.

XXIII. Jurisdiction. For the interpretation and enforcement of the established in this Agreement, the parties agree to submit to the jurisdiction of competent Courts of Querétaro, Mexico, expressly waiving since now to any jurisdiction that may correspond to or by reason of their present or future address, or for any cause that arises.

XXIV. Governing Law. THESE TERMS AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF QUERÉTARO, MEXICO, WITHOUT REGARD TO CONFLICTS OF LAW RULES.

XXV. Complete Agreement. These terms of sale and seller's acceptance form constitute the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties. These terms may not be amended or altered without the written consent of the seller.

XXVI. The parts independence. "Seller" agrees that he does not have the authority to hire any service or business relationship on behalf of "Buyer", nor can it force him to sign contracts that establish the business side or the provision of services to make or deliver.

XXVII. Contract Modifications. This document cannot be modify or changed unless there is a written consent of both parties.

XXVIII. Law Enforcement. "Seller" guarantees that: 1) Complies with Mexican law in every level; 2) Has every license and permission needed to the legal sell of the products; 3) He will keep the licenses and permissions needed during this contract. Seller agrees to give to buyer any document that proves those guarantees to be sure. **XXIX. Obligation against corruption.** "Seller" declares that he is not receiving benefits of any kind from employees, directors or shareholders of "Buyer". In that



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case, "Seller" shall report the event immediately to "Buyer" in order to comply with Mexican law. XXX. Absence of flaws in the consent. The parties claim that there is no mistake, violence, fraud, injury, bad faith or unjust enrichment in the execution of this contract therefore waive the provisions contained in Articles 17, 1812, 1882, 2225, 2230 of the Civil Code for Queretaro State.



I agree to the Terms And Conditions

Name and signature of the Legal Representative