

(Translation)
APPLICABLE TERMS AND CONDITIONS
(THE "APPLICABLE TERMS AND CONDITIONS").

PURCHASE AND/OR SERVICE ORDERS (THE "PURCHASE ORDERS") PLACED BY
SCA CONSUMIDOR MÉXICO, S.A. DE C.V., AND/OR ITS MEXICO SUBSIDIARIES
AND/OR AFFILIATES ("SCA").

EFFECTIVE DATE: December 1, 2009

THE FOLLOWING TERMS AND CONDITIONS ARE AN
INTEGRAL PART OF ANY PURCHASE ORDER.

1. **ENTIRE AGREEMENT.** The Purchase Order shall be a binding agreement between the parties upon the Supplier issuing an electronic Purchase Order acknowledgment of receipt or any document which otherwise establishes the Supplier's acceptance of the Purchase Order. The Purchase Order, the Applicable Terms and Conditions which are an integral part thereof and any specifications, drawings or other documents referred to hereunder and which are an integral part hereof, constitute the entire agreement between the parties. This document supersedes any prior negotiations, proposals, budgets, offers, quotes, agreements, instruments and documents in writing regarding the Purchase Order and its related documents. No reference to a Supplier budget, offer, proposal or other document implies SCA's acceptance of any budget, offer, proposal or other document terms, conditions or instructions. Any Supplier invoice, acknowledgement of receipt or other communication issued in connection with the Purchase Order shall be taken into consideration only for record purposes. No terms and conditions in such other communications shall apply to the Purchase Order, nor shall they be regarded as Supplier's exceptions to the provisions of these Applicable Terms and Conditions. The Purchase Order supersedes any commercial usage [*uso mercantil*], and no such commercial usage shall apply to the construction of these Applicable Terms and Conditions. In the event of any ambiguity, express conflict or discrepancy in the specifications, drawings or other documents which are a part of the Purchase Order, the Supplier shall report to SCA, forthwith and in writing, such ambiguity, express conflict or discrepancy in the specifications, drawings or other documents which are a part of the Purchase Order. The Purchase Order headings and numbers are included only for the sake of convenience and reference.

These Purchase Order Terms and Conditions invalidate all prior negotiations, discussions and agreements between SCA and the Supplier regarding the Purchase Order. The Supplier's delivery of any goods or provision of any services under the Purchase Order shall be regarded as the Supplier's acceptance of the Purchase Order and the Applicable Terms and Conditions.

2. **PRICES.** The purchase price set in the Purchase Order is a fixed price and may be modified only pursuant to a change order signed by both parties' authorized representatives. The prices include applicable taxes and freight, packaging, insurance, handling and other charges, whether similar or not to the taxes and freight, packaging, insurance and handling charges, unless otherwise stated on the front side of the Purchase Order. The Supplier agrees that the Purchase Order prices shall not exceed the market price for equal or substantially similar items and for comparable quantities, and that it shall not exceed the maximum price permitted by any applicable law or regulations in effect as of the Purchase Order date. All additional charges due to the Supplier's failure to comply with the Purchase Order as per

instructions shall be invoiced and borne exclusively by the Supplier. Should any other supplier offer SCA goods or services similar to the goods or services provided by the Supplier for less than the Purchase Order price, or on terms and conditions (the "Third Party Terms and Conditions") which are more favorable than the Purchase Order Terms and Conditions, the Supplier shall reduce the price of said goods or services to match the lower price offered by the other supplier and/or shall offer SCA terms and conditions equal to the Third Party Terms and Conditions, for as long as the lower price or the more favorable terms offered by the other supplier are in effect. Unless otherwise stated on the front side of the Purchase Order, SCA shall make all payments net within 60 days following receipt of the Supplier's invoice.

3. **CHANGES.** The Supplier expressly agrees that SCA may at any time make changes in the Purchase Order, pursuant to a written notice given to the Supplier. Should the Purchase Order change, increase or reduce the Purchase Order lead time, the Supplier or SCA may request that the delivery terms be adjusted accordingly. All changes shall be regarded as accepted by the Supplier unless the Supplier submits a detailed non-acceptance in writing to SCA within five (5) business days following the date on which the Supplier receives the change notice. Nothing in this Clause releases the Supplier from fulfilling all of its obligations under the Purchase Order and under any Purchase Order changes made by SCA.

The Supplier expressly agrees that SCA may change the specifications and drawings of any Purchase Order goods or services. Should such changes affect the price or lead time of such goods and services, the Supplier shall so advise SCA in writing, and provide supporting documents of such effect on the prices, within five (5) calendar days following receipt of the written change notice. The Supplier expressly agrees to stop any changes if SCA so advises the Supplier in writing, in which case SCA and the Supplier shall mutually agree in writing on a price and/or lead date adjustment to reflect the effect of such changes. The Supplier shall not stop filling the part of the Purchase Order that is not affected by any changes, as long as SCA and the Supplier are in the process of making such changes and the necessary adjustments, or at any time thereafter, unless SCA so advises the Supplier in writing]. Should SCA so advise the Supplier in writing, the Supplier shall comply with and carry out such change pursuant to the Purchase Order terms, during the time that the Supplier and SCA may need to mutually agree on an equitable change. The Purchase Order shall not be replaced without SCA's prior written authorization. No agreement or understanding that modifies the Purchase Order conditions or terms shall bind SCA to pay Supplier additional compensation, and therefore SCA shall pay no extra compensation, unless SCA previously accepts in writing such agreement or understanding.

4. **SHIPMENTS AND INVOICES.** Unless otherwise specified the goods shall be shipped DDP Incoterm [Delivered Duties Paid] [to the point of destination indicated on the Purchase Order or to such other point of destination as SCA indicates to the Supplier in writing]. In the case of imported goods, the Supplier must give SCA a Descriptive Packing List [*Lista de Empaque Descriptiva*] with every shipment. Otherwise, the Supplier must accept as final and definitive the products receipt list [*lista de recepción de productos*], if any, prepared by SCA for any shipments for which no Descriptive Packing List is attached. No partial shipments previously authorized in writing by SCA shall release the Supplier from its obligation to deliver all of the goods pursuant to the Purchase Order. No packing, shipment or handling charge shall be permitted, unless otherwise expressly indicated on the Purchase Order. The Supplier shall pay for any goods damaged due to improper crating, packing and marking. Any goods received in excess of the Purchase Order quantity shall be returned, and the Supplier shall reimburse SCA for any costs incurred by SCA to return such goods. The invoices for SCA Purchase Orders shall be forwarded by the Supplier to SCA via registered mail or courier service on the date on which the

goods or services are shipped or rendered, addressed to SCA's Accounts Payable Department. A signed Shipment Note [*Nota de Embarque*] or express receipt must accompany each invoice.

5. **DELAYS.** The Supplier, as soon as possible, shall report to SCA any actual or anticipated delivery delay and shall take such steps as may be necessary to prevent or remedy the delay, at no extra charge to SCA. If the delay is caused by an act of God or force majeure, SCA may (i) terminate the Purchase Order in whole or in part without liability, by giving written notice to the Supplier, or (ii) extend the delivery date, for a period equal to the duration of the delay; but in either event, the Supplier shall not be entitled to extra compensation due to such delay. The Supplier not be excused from fulfilling its obligations under the Purchase Order, if alternate sources of materials, goods, transportation and services are available.

6. **TIMELY DELIVERY AND FULFILLMENT.** Should the Supplier fail to deliver the goods or to provide the services on or before the agreed upon date for delivery of goods or provision of services, SCA may cancel the Purchase Order without liability and without prejudice of its other rights, with respect to any goods not delivered on that date and with respect to any services not provided on that date. SCA may return, at the Supplier's expense, all or any part of any shipment of goods that SCA receives after the agreed upon delivery date, unless SCA approved the shipment delay in writing. Any shipment made before the SCA-approved shipment date must be approved in writing by SCA; however, in order to be accepted, provided, however that the invoice date shall be deferred to the approved shipment date, or (b) the shipment shall be returned by SCA to the Supplier at the Supplier's expense. Notwithstanding anything otherwise provided for hereunder, the Supplier must ensure compliance with delivery and fulfillment terms, and must forthwith report to SCA any anticipated delay and the cause of such anticipated delay.

7. **INSPECTION RIGHT.** SCA may inspect and reject all goods received. The Supplier must provide such assistance as may be necessary to any SCA representative or to any government or agency in order to inspect the goods. The Supplier must provide SCA with advance written notification of any change in raw materials, supplies, operating processes, specifications of materials or other changes which in any way may affect the quality of any goods delivered or services provided under any Purchase Order. The Supplier shall bear the cost of delivery and inspection expenses associated with any defective or nonconforming materials or any materials otherwise rejected. All rejected goods may be retained for 30 days on the Supplier's instructions and at the Supplier's risk and where the Supplier may indicate and will be returned at the Supplier's sole expense. Should the goods be rejected, any price discount must be deducted from any payment made for the whole shipment. The fact that SCA inspects the goods and pays the purchase price shall not be regarded as SCA's acceptance of the goods.

8. **TITLE TO GOODS AND SERVICES.** Upon delivering the goods and providing the services, the Supplier guarantees to SCA unrestricted title to the goods provided by the Supplier under the Purchase Order, and that the goods shall be free from encumbrances, restrictions, and title reservations or limitations. The Supplier shall clearly identify such goods with visible markings and labels. SCA shall be entitled to inspect and verify that said goods have been marked as SCA's property. The Supplier shall be charged with the care, custody, risk of loss and control of such goods and SCA shall acquire title to the same only on the date on which such goods are delivered at the point of destination agreed upon under the corresponding Purchase Order, and at the time that SCA takes possession thereof, unless otherwise agreed upon by means of a change order to the Purchase Order. Any drawings, dies, tools and other instruments manufactured to produce any type of goods are owned by SCA, will be afforded careful treatment as directed by SCA and shall be returned to SCA, to such place as SCA may indicate and on such date as SCA may request.

8. **RESERVATION OF RIGHTS.** Payment for any goods and/or services provided under the Purchase Order or non-inspection of such goods and/or services shall not limit SCA's right to reject any defective or nonconforming goods and/or services, shall not be regarded as SCA's acceptance of the goods and/or services, and shall not otherwise affect the Supplier's obligations under the Purchase Order, notwithstanding the fact that SCA may be aware of such defects, that the nonconformity or defect is apparent, or that SCA does not immediately reject the goods and/or services.

10. **PATENTS.** The Supplier agrees that no goods delivered and/or services provided under the Purchase Order shall contravene or infringe any patent, copyright, trademark or third party industrial and/or intellectual property right. The Supplier shall indemnify, defend and hold SCA Beneficiaries harmless and safe from and against any claims, lawsuits, liabilities, fines, damages and losses, including but not limited to attorneys' fees, resulting from the acquisition of any goods and/or the provision of any services under the Purchase Order, or from the fact that the goods and/or services subject to the Purchase Order either directly or indirectly contravene and/or infringe any patent, trademark, copyright or third party industrial and/or intellectual property right.

The foregoing notwithstanding, if any goods and/or services subject to the Purchase Order either directly or indirectly contravene and/or infringe any patent, trademark, copyright or other third party industrial and/or intellectual property right, the Supplier, at its own expense, shall take any of the following steps within [5 (five)] business days following the date of SCA's notice:

10.1 Secure for SCA the right to continue to use the goods or services for an indefinite period of time;

10.2 Replace the goods and/or services under the Purchase Order with other goods and/or services of the same kind and quality that neither contravene nor infringe the applicable laws and which equal or exceed the technical specifications set forth in the Purchase Order; or

10.3 Should a court prevent SCA from using the goods or receiving the services under the Purchase Order, the Supplier must post a bond or any other guaranty pursuant to the applicable laws for such amount as may be sufficient to pay for the price of such goods and/or services, in order for the Supplier to continue to complying with its obligations under the Applicable Terms and Conditions and the Purchase Order, pursuant to the applicable laws.

11. **SUPPLIER'S WARRANTIES.** (1) The Supplier guarantees that all Purchase Order goods and services are (a) fit and sufficient for their intended particular use, (b) free from any design, labor and material defect, and (c) strictly conform to the specifications, samples, drawings, designs or other description on which the Purchase Order is based. The Supplier further guarantees that all services will be provided in a proper and thorough manner by specialized staff. (2) If at any time before the first anniversary of the delivery of the goods or of the provision of the services it should appear that the goods or services or any part thereof do not meet the warranties to which subsection (1) above refers, and SCA so notifies the Supplier, the Supplier must remedy such nonconformity within [15 (fifteen)] business days following SCA's notice. Should any nonconforming goods be mixed with materials in SCA's or the carrier's transportation depot or equipment, the Supplier, at no charge to SCA, (a) must remove and replace all the nonconforming goods, (b) clean up, repair or replace, as required by SCA, any SCA- or carrier-owned equipment damaged by said goods. Should the Supplier fail to remedy such nonconformity within [15 (fifteen)] business days following SCA's notice, SCA may remedy such default at the Supplier's expense. No payment by SCA hereunder relieves the Supplier from liability under this warranty. (3) The Supplier guarantees that it holds title to all of the necessary rights regarding the goods and services to be provided, and that the delivery and

use of the goods and the provision and use of the services under any Purchase Order by SCA, its officers, directors, employees, agents, representatives, subsidiaries, successors and affiliates (“SCA Beneficiaries”) do not infringe any patent, invention, registered mark, copyright or industrial property right, and the Supplier shall indemnify any of SCA Beneficiaries from and against any and all actions, claims, lawsuits, damages, losses, costs and expenses (including legal expenses) asserted against or incurred by any SCA Beneficiaries due to any such infringement. In the event that SCA Beneficiaries are not allowed to use such goods or services due to such infringement, the Supplier shall reimburse SCA for the total price of the Purchase Order regarding such goods or services, without prejudice of SCA’s rights to sue the Supplier for damages. These warranties shall survive the acceptance and payment and are granted to any of SCA Beneficiaries, their successors and customers, and must not be regarded as exclusive.

The Supplier guarantees to SCA that all Purchase Order goods and services shall be provided in a manner consistent with SCA’s specifications, drawings, instructions or other descriptions, that they shall be new and top quality goods and services, sufficient and proper for their intended use under the Purchase Order and the drawings and specifications referred to in the Purchase Order, and that they shall fully meet the operating conditions specified in the Purchase Order. This warranty shall be in effect for whichever is longer of (i) the warranty term granted by the end-product manufacturer to which the goods acquired hereunder are incorporated (the “End Product”) (for example, if an automotive component is installed as part of the original equipment of a motor vehicle, it shall have the same warranty period as the motor vehicle warranty period); (ii) the term provided by the applicable laws; [or] (iii) thirty six (36) months following the date on which the End Product is first put in operation. The Supplier shall reimburse SCA for any expenses incurred by SCA due to or as a result of the failure of any good provided hereunder or other Supplier default, aimed at complying with the above mentioned warranties, or which otherwise are part of the Purchase Order. Such costs shall include by way of illustration and not by way of limitation, any removal costs, profit earned on parts and labor, repair, transportation, destruction, storage and any other damage caused by the defective products. The Supplier shall reimburse SCA for all of said expenses and costs within [45 (forty five)] days following receipt of the corresponding invoice. The above mentioned warranties are in addition to all other warranties, whether express or implicit, pursuant to law. The Supplier shall comply with the provisions set by SCA in relation to Warranty Sharing.

12. INDEMNIFICATION. The Supplier shall defend, indemnify and hold SCA Beneficiaries harmless and safe from and against any damage, loss, liability, expense and cost (including attorneys’ fees) due to any injury to or death of persons or property damage, including damages caused by or failure of any goods provided hereunder, or any damage to other components caused by such failure, as a result of or in relation to carrying out any work under a Purchase Order or due to the Supplier’s default of the Purchase Order provisions or due to any failure of the goods and/or services provided under such Purchase Order, whether or not such loss, damage or liability is caused in part by an SCA Beneficiary. The indemnification obligations under the Purchase Order shall be regarded as modified in order to exclude any indemnifications prohibited by law.

13. CANCELATIONS DUE TO DEFAULT. Should the Supplier default its obligations under the Purchase Order, declare itself or be declared in business reorganization [*concurso*], bankruptcy, suspension of payments or liquidation, or make a general assignment in favor of its creditors or should a special administrator for conciliation purposes be appointed due to the Supplier’s insolvency, or should the Supplier default any Purchase Order provision or requirement, SCA may cancel the Purchase Order upon a written notice and without prejudice of any other right to which it may be entitled. In the event of cancelation, SCA may finish filling

the Purchase Order by such means as SCA may determine, and the Supplier shall be liable for any additional cost incurred by SCA in such an event. The Supplier shall deliver or assign any work in process to SCA, upon SCA's request. Any additional cost incurred by SCA to complete the Purchase Order and as a result of any other damages suffered by SCA due to the Supplier's default shall be offset against any amount owing to the Supplier for the delivery of goods and/or the provision of services prior to the cancellation in fulfillment of the Purchase Order terms. SCA's waiver of any action due to the Supplier's default shall not be regarded as an SCA waiver of any Purchase Order provision or any action that SCA may be entitled to file due to a Supplier's subsequent default.

14. **TERMINATION.** SCA may terminate the Purchase Order in whole or in part at any time upon written notice to the Supplier. The Supplier shall stop any work under the Purchase Order beginning on the date set forth in such termination notice, and shall not accept any additional Purchase Orders and shall preserve and protect any goods acquired or committed under the Purchase Order, both work in process and finished work, at the Supplier's plants and at the plants of the Supplier's own suppliers, as well as any pending SCA instructions, and shall dispose of them as provided in SCA's notice. Payment for any cancellation or reimbursement to SCA, if any, shall be mutually agreed upon on a timely basis by SCA and the Supplier, based on the portion of the work carried out satisfactorily up to the cancellation date, including the reimbursement for any profits on such work, the necessary expenses due to the cancellation, with the necessary supporting documents, disposal of any work [*disposición de trabajo*], materials and amounts previously paid by SCA. The Supplier expressly waives the right to sue for damages due to such cancellation. The Supplier shall deliver all of the goods with all of their applicable warranties or shall dispose of the goods as requested by SCA prior to the final payment.

15. **CONFIDENTIALITY.** The Supplier shall not disclose any SCA confidential information to third parties, except as required in order to comply with its obligations hereunder. The Supplier must keep secret the terms and existence of the Purchase Order and all matters related thereto concerning SCA. The Supplier shall not make any public announcement of or disclose the Purchase Order or the content thereof without SCA's prior written consent. The Supplier must not use SCA's name in any manner, including but not limited to a general list or model of the Supplier's customers, without SCA's prior written approval. Any violation of this Clause must be regarded as a default of the corresponding Purchase Order.

16. **TITLE.** All goods, inventions, works for hire, trade secrets, ideas, concepts, trade names and registered marks or service marks (collectively, the "Inventions") created or prepared by the Supplier for SCA, shall be SCA's exclusive property. The Supplier hereby assigns to SCA title to any rights to any Inventions deriving from any Purchase Order goods and services. The Supplier shall collaborate with SCA to secure the registration in SCA's favor of any patents, copyrights, registered marks and/or other recordings [*inscripciones*], registrations and filings related to any property rights or intellectual property rights derived from the Purchase Order.

17. **LAWS AND REGULATIONS.** The Supplier guarantees and undertakes that all Purchase Order goods and/or services shall comply with any federal and state laws, statutes and regulations, such as but not limited to labor, environmental and safety laws, statutes and regulations. The Supplier shall provide all of such permits, certificates and licenses as may be required to comply with the Purchase Order. The Supplier further guarantees that all goods and services provided by the Supplier in filling the Purchase Order shall strictly abide by any federal, state or local environmental laws enacted, such as but not limited to the *Ley General para la Prevención y Gestión Integral de los Residuos* [General Waste Prevention and Comprehensive

Management Act] and any regulations and circular letters issued under such Act and that may apply to the equipment, in addition to any other SCA right.

18. **HAZARDOUS MATERIALS.** The Supplier shall advise SCA in writing upon receiving the Purchase Order, in the event that any Purchase Order goods and/or services are subject to any hazardous waste or toxic substances laws or regulations or in the event that their use or final disposal are restricted due to environmental, safety or hygiene reasons. The Supplier must provide the permits to use, certificates of origin and necessary shipment documents as well as clear instructions regarding the shipment, handling, transportation, exposure, confinement, disposal and proper handling of any hazardous materials or toxic substances by SCA's non-technical staff, in sufficient detail to allow for identifying any action that the user must take in connection with such material. The following certification must be expressly included in the shipment note [*nota de embarque*]: "We hereby certify that the Purchase Order goods are duly classified, described, packed, marked and labeled and are in proper transportation conditions, consistent with any applicable transportation laws and regulations."

19. **LIENS.** The Supplier's obligations under the Purchase Order shall include keeping SCA's premises free of any claims, liens or limitations.

20. **SUSPENSION OF WORK.** The Supplier expressly agrees that SCA may at any time, upon a written notice served on the Supplier, suspend the Purchase Order in whole or in part. Such suspension shall not exceed one hundred and eighty (180) consecutive calendar days, and shall not aggregate more than two hundred and seventy (270) calendar days. Whenever the Supplier receives the suspension notice, it shall forthwith suspend any work being carried out under the Purchase Order for the specified time, and throughout the suspension period the Supplier shall provide adequate care and protection to the work and materials, supplies and equipment made available to the Supplier to comply with the Purchase Order purpose. The Supplier shall cause any suspension-related costs to be mitigated. The Supplier expressly agrees that SCA may at any time, upon a written notice served on the Supplier, withdraw the suspension in whole or in part, with an indication of the date and the scope of the recommencement [*reinicio*] of the Purchase Order, and the Supplier shall diligently recommence the directed work [*trabajos instruidos*] on the indicated date. Should the Supplier consider that the suspension or the recommencement of the suspended work justifies any change in the Purchase Order price or terms, the Supplier may ask SCA to accept an adjustment in the Purchase Order price or terms pursuant to Clause 3, CHANGES, hereof. The Supplier expressly waives payment for damages [*daños y perjuicios*] and any indemnification based on the work suspension or recommencement.

21. **SERVICES INVOLVING WORK.** In the event that the Purchase Order calls for providing a service or the installation of goods by the Supplier on any SCA property, premises or project, the Supplier, before commencing any work, must inspect the premises in order to determine whether they are appropriate and safe to provide such services, and must advise SCA on time of any insecure situation. Before carrying out any Purchase Order work, the Supplier must provide sufficient proof that it took out the following insurance at its expense: Employer Liability Insurance for a minimum limit of US\$100,000 per occurrence; General Civil Liability Insurance with a combined limit of US\$1,000,000 per occurrence due to injuries, death and third party property damage, to protect the Supplier from injuries, death and third party property damage caused by the Supplier's operations; Liability Insurance for driving automobiles, trucks, etc., with a combined limit of US\$1,000,000 per occurrence, to protect from injuries, death and third party damage, covering the use and operation of any vehicles, whether Supplier-owned or not]. Should the Supplier subcontract any work with a third party, the Supplier (i) must keep in effect SCA's coverage during the time that the Purchase Order may be outstanding, with the same limits set for [General Civil Liability Insurance]; and (ii) shall require

such third party to take out the same insurance and coverage that the Supplier is required to take out, and must submit the corresponding [insurance] certificate within [5 (five)] business days following the corresponding subcontracting date.

Safety and Hygiene Regulations. As long as such work is carried out at SCA's premises, the Supplier and its workers must abide by the applicable laws, regulations and statutes, including any safety and hygiene regulations set by SCA for such premises. The Supplier must at all times keep at its expense such premises free of debris or waste generated by its work and upon completion of such work, the Supplier must leave such premises clean and ready for use. Upon SCA's request and at no charge or liability to SCA, the Supplier shall remove from such premises any person under its direction, supervision or control who violates any of the aforesaid safety and hygiene laws, regulations and statutes and any regulations established by SCA for such premises, who causes or alters peace and safety or who may be objected to by SCA.

22. **INDEPENDENT CONTRACTOR.** The Supplier is an independent contractor. None of the provisions of the Applicable Terms and Conditions or of the Purchase Order shall be regarded as a joint venture or as creating any relationship other than the relationship provided for under the Purchase Order. The Supplier shall not contract with third parties for any portion of the work without SCA's prior written consent. The Supplier has its own workers and assumes at its sole expense each and all of the obligations arising from their hiring, in accordance with any labor, social security and tax laws now in effect, and therefore each party hereto will be answerable for any worker-employer obligations in favor of its workers. In the event that the services are provided at SCA's premises, the Supplier, prior to providing such services, must file a list of its workers with SCA, as well as any changes to such list due to new hirings, discharges or other changes. The Supplier shall hold SCA harmless and safe from any lawsuit, liability, claim or proceeding filed by any Supplier worker against SCA.

23. **GIFTS.** SCA may, upon a written notice served on the Supplier, prematurely terminate the Purchase Order if the Supplier delivers or offers to deliver any gratuity, gift or the like to any SCA agent, representative or Beneficiary, in order to secure the placing of the Purchase Order or assure a favorable treatment to cause the Purchase Order to be awarded to the Supplier, which such action shall be regarded a Supplier default.

MISCELLANEOUS

24. **ASSIGNMENT.** The Purchase Order may not be assigned or delegated in whole or in part without SCA's prior written consent, without which any assignment or delegation shall be null and void. SCA may assign to one or more companies all or any of SCA's rights and obligations under the Purchase Order, without the Supplier's consent.

Failure by SCA to insist on fulfillment of any term or condition or on the giving of notice or SCA's failure to exercise any privilege or right shall not be regarded as a waiver of such term, condition, notice, right, privilege or default. The Purchase Order shall be subject to the applicable laws of the United Mexican States. The invalidity of any part of these Applicable Terms and Conditions shall not affect the validity of the other provisions.

25. **JURISDICTION.** For everything concerning the Purchase Order, the parties expressly submit to the jurisdiction of the courts of the City of Mexico, Federal District, and irrevocably waive the jurisdiction of any other court to which they may be subject due to their present or future domiciles or otherwise.

26. **RIGHT OF OFFSET.** The Supplier expressly agrees that SCA, without waiving or limiting any right or remedy available to it, shall be entitled from time to time to offset in whole or in part its debts with the Supplier, whether due and payable or not, under the Purchase Order or under any other purchase order or contract with the Supplier, against any

amount owing by the Supplier to SCA, pursuant to Article 2188 of the Federal Civil Code and the corresponding Article of the Civil Code for each State of the United Mexican States.

27. **WARRANTY OF TITLE.** Should SCA advance any payments or make progressive payments to the Supplier under the Purchase Order, the Supplier, upon SCA's request, shall enter into a Guaranty Agreement to grant SCA a Warranty of Title to be in effect throughout all fabrication or manufacturing stages, for raw materials and goods acquired, manufactured or otherwise.

28. **CERTIFICATE OF ORIGIN.** The Supplier shall provide SCA with Certificates of Origin that meet the requirements of the North American Free Trade Agreement or any other applicable free trade agreement (collectively, the "FTA") to receive a preferential treatment under the FTA for any products, supplies or goods identified or sold to SCA under the Purchase Order. As to any products, supplies or goods that do not qualify to receive preferential treatment under the FTA, the Supplier shall secure and deliver to SCA, on a timely basis, the certificates of origin of each of such products, supplies or goods.

In the event that the Supplier does not provide on a timely basis the certificate(s) [of origin] or such information as may be necessary regarding the corresponding country of origin, the Supplier must pay to SCA for all costs, damages, including but not limited to any expenses, taxes, duties, fees, tariffs, fines and charges (including attorneys' fees) incurred by SCA due to such Supplier default.

Con formato: Inglés (Estados Unidos)