

TERMS AND CONDITIONS OF PURCHASE MÉXICO

These Terms apply when referenced by Buyer's purchase order or other documentation.

1. Offer; Acceptance; Exclusive Terms; Identity of Buyer. Each purchase order (hereinafter, the "Order") sent by Buyer to Seller is an offer for the purchase of goods, services or goods and services (collectively, the "Supplies") and includes and is governed by these Terms and Conditions of Purchase (collectively, the "Terms"). The Order once accepted, supersedes all prior agreements, purchase orders, quotations, proposals and other communications regarding the Supplies covered by the Order, except that a prior agreement signed by an authorized representative of Buyer (whether an award letter, Master Agreement, Statement of Work (SOW) or Non-Disclosure Agreement) that will continue in effect and shall be valid as long as the terms therein are more favorable to Buyer.. Seller **accepts** the these Terms, and constitutes an agreement by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing; or (c) any other conduct that recognizes the existence of an agreement with respect to the subject matter of the Order. **The Order is limited to and conditional upon Seller's acceptance of these Terms exclusively.** The Order does not constitute an acceptance of any offer or proposal by Seller. Any reference made in the Order to any prior offer or proposal made by Seller shall only be considered if the description or specifications are not contrary to the description and specifications under the Order. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and will not become part of the Order and shall not be considered as a rejection of the Order if Seller accepts Buyer's offer by commencing the work, send the Supplies or through any other means accepted by Buyer, in which case this Order will be deemed as accepted by Seller without any additional modification or under different terms to those in these Terms. Each Order can only be modified pursuant to Section 42 (Total Agreement and Amendments). Seller is the entity or individual so identified in the Order. These Terms are available on the link <https://www.clarios.com/supplier-information>.

2. Term of Order. Subject to Buyer's termination rights hereunder, the agreement created by the Order is mandatory to the parties for the term set forth in the Order or until the termination date if same is included in the Order.

3. Quantity; Material Releases; Delivery. The estimated quantities listed in each Order are Buyer's best calculations of the quantity of Supplies it might purchase from Seller during the agreement term specified in the Order. If the Order does not specify quantities or if such quantity is set forth as zero: (a) Seller shall provide the required quantities of the Supplies that Buyer has stated on the Material Releases; (b) unless expressly stated on the Order's face, Buyer has no obligation to acquire the Supplies exclusively from Seller; and (c) Buyer shall acquire no less than one piece or unit of each one of the Supplies in the event of goods, and no more of those quantities identified as firm orders in material authorization releases, manifests, broadcasts or similar releases ("Material Releases") that are transmitted to Seller by Buyer, or in the event of services to the extent expressly stated as firm orders on a Statement of Work (SOW) signed by Buyer. Buyer may require Seller to participate in electronic data interchange or a similar inventory management program, at Seller's expense, for notification of Material Releases, shipping confirmation and other information. Buyer may acquire additional quantities of the listed Supplies through Material Releases. Unless otherwise agreed in writing by Buyer, the risk of loss passes from Seller to Buyer upon delivery to Buyer's transportation carrier (or if shipment is by Seller or common carrier, then upon delivery to Buyer's designated facility). Time and quantities are of the essence under the Order. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, pursuant to the Order and related Material Release, unless otherwise agreed by the parties in writing. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Seller to modify the price for Supplies. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

4. Invoicing and Pricing; Expedited Services [Premium Freight]. Unless the Order expressly states the title "Freight" ("Flete" in Spanish), the price of Supplies includes storage, handling, packaging and all other expenses and charges of Seller. Incoterms 2020 shall apply to all shipments except those entirely within Mexico. Except as otherwise stated in the Order, Supplies will be shipped FCA (loaded) Incoterms 2020 at Seller's final production location, using Buyer's transportation. All invoices for the Supplies must reference the Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, currency and other information required by Buyer. Buyer will pay proper invoices complying with all the terms of the Order. The total price includes all duties and taxes except for any governmentally imposed value added tax (VAT) imposed by the government, which must be shown separately on Seller's invoice for each shipment, and such invoice shall comply at all times with the applicable tax requirements in Mexico. Buyer is not responsible for any business activity taxes, payroll taxes or taxes on Seller's income or assets. Seller will pay all premium freight costs over normal freight costs if Seller needs

to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will pay any costs incurred by Buyer as a result of Seller's failure to comply with shipping or delivery requirements, including those costs that Buyer's customer or customers may charge to Buyer, same that shall always be paid by Seller.

5. **Packaging; Labeling and Shipment.** Seller shall: (a) properly pack, label, and ship the Supplies pursuant to the requirements of Buyer, the involved carriers and the country of destination; (b) send the shipments through the routes so indicated by Buyer; (c) label or tag each package according to Buyer's instructions; (d) provide documents with each shipment showing the Order number, amendment or release number, Buyer's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Buyer's instructions and carrier requirements. Seller will provide all special handling instructions that are needed to advise carriers, Buyer, and their employees on how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing.

5.1 **Disclosure; Warnings or Special Instructions.** Regarding the Supplies, Seller shall provide Buyer with the following information in such a format that would satisfy the requirements of the Sustainability Directives, as defined below, or as otherwise requested by Buyer: (i) a list of all elements, minerals, components, and other ingredients that are included in the Supplies ("Required Minerals") and that are the subject of, or mentioned in, the Sustainability Directives, defined below, or as otherwise requested by Buyer; (ii) the manufacturing facility of the Supplies; (iii) the amount and, as applicable, the percentage of each Mineral in the Supplies, and (iv) pursuant to Section 9, and together with the information concerning any changes or additions to the Required Minerals in the Supplies. Seller shall provide the abovementioned information to Buyer as promptly as possible prior to the shipment of the Supplies by Seller, but in any event, with enough time to provide Buyer reasonable time to: a) determine Buyer's disclosure requirements and b) reject any Supplies, cancel any Order, or pursue any other remedies, including, but not limited to, legal and equitable remedies, in the event Seller either fails to meet applicable Sustainability Directives or Buyer's disclosure requirements as provided in Sections 5.1 and 5.2. Also, prior and at the time that the Supplies are shipped, Seller shall provide Buyer all the required warnings in writing (including all required labels on all Supplies, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is contained or part of the Supplies as required by applicable law. Seller covenants and agrees to comply with: 1) all of Buyer's published policies on sustainability as they exist from time to time and that Buyer notifies Seller through e-mail or on Buyer's official website, as well as 2) all valid, national, local, municipal laws and regulations applicable to Buyer, Buyer's customers, Seller, or any combination of (1) and (2), pertaining to the content of the Supplies and warning labels ("Sustainability Directives"), including without limitation the General Law on Prevention and Integral Management of Waste, Federal Law of Environmental Responsibility, Mexican Official Standards, any other applicable laws in Mexico, as well as the U.S. Toxic Substances Control Act and European Union Directive 2002/96/EC and 2002/95/EC regarding restrictions of certain hazardous substances, Dodd-Frank Act regarding conflict minerals and European Union Regulation 1907/2007/EC regarding Registration, Evaluation, Authorization and Restriction of Chemicals. Link to Registration, Evaluation, and Authorization of Chemicals (REACH) Regulation: http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm. Link to RoHS Directive: http://ec.europa.eu/environment/waste/weee/index_en.htm. Seller will reimburse Buyer for any expenses incurred as a result of improper or incomplete disclosure, packing, marking, routing, or shipping of Supplies. Taking voluntary initiatives to reduce environmental impacts. This includes efforts to improve energy efficiency, control of greenhouse gas emissions, material recycling, gradual reduction or elimination of toxic substances use, waste reduction, product life cycle assessments and promotion of "green supply chain". Support in the achievement of safe and healthy workplaces and communities, hiring and promotion of employees without discrimination, payment of wages and competitive benefits and citizen responsibility in the communities where the parties operate. Participation in the Carbon Disclosure Project (<https://www.cdproject.net>) reporting requirements that the Buyer requests.

5.2 **Sustainability.** In addition to complying with all applicable Sustainability Guidelines, with respect to Supplies, Seller will i) completely, accurately, and timely respond to Buyer's surveys and requests for information related to the Sustainability Guidelines and Contained Minerals and ii) fully cooperate with Buyer in its efforts to collect information through Seller's supply chain (including determination of a recycled or scrapped source, location of the mine, smelter, and initial entry into the supply chain) and use of Required Minerals in the Supplies.

5.3 In the event Seller fails to fully and timely comply with Sections 5.1, 5.2, or both, in addition to all other remedies available to Buyer under these Terms, the Federal Civil Code, Commercial Code and other applicable laws, or otherwise, Buyer may, in

its sole and absolute discretion, with respect to any Supplies, revoke the acceptance, reject, abandon, return or hold such Supplies at Seller's expense and risk ("Refused Product") and Buyer may cancel in whole or in part, i) any Order, ii) award letter, iii) any other agreement, iv) any other obligation Buyer may have to purchase any or all Supplies from Seller, or v) any combination of (i), (ii), (iii), and (iv) (collectively "Canceled Products"). Likewise, Buyer has the right to search replacements for any Refused Products, Canceled Products, or any combination thereof and Seller will reimburse Buyer for any difference in cost of such replacements plus all related expenses, including charges for expediting and quality validation, and losses arising out of or related to adverse effects on Buyer's business as a result of the need to pursue such from an alternative source.

6. Customs; Related Matters. The credits or benefits resulting from the Order, including trade credits, export credits or the refund of rights, taxes, or fees, belong to the Buyer. Seller will provide all information and certificates (including not limited to the NAFTA Certificates of Origin or the treaty that replaces it, and any other international treaty signed by México) necessary to permit Buyer (or, if applicable, Buyer's customers) to receive these benefits or credits. Seller agrees to fulfill any customs- or NAFTA-related obligations, origin marking or labeling requirements, and local content origin requirements if applicable. Export licenses or authorizations necessary for the export of supplies are Seller's responsibility unless other stated in the Order, in which case Seller will provide the information necessary to enable Buyer to obtain the licenses or authorizations. Seller will promptly notify Buyer in writing of any material or component used by Seller to fill the Order that Seller purchases in a country other than the country in which the Supplies are delivered. Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable rules from the origin country. Seller will promptly advise Buyer of any material or component imported into the country of origin and any duty included in the Supplies purchase price. If Supplies are manufactured in a different country than the country in which Supplies are delivered, Seller will mark the Supplies as follows: "Made in [country of origin]." Seller will provide to Buyer and the appropriate government agency the documentation to determine the admissibility Supplies entry into the country in which are delivered. Seller warrants that any information that is submitted to Buyer related to Supplies import or export is true and that all sales covered by the Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported.

6.1 Importer's Security Statement. With respect to any product that is planned to be shipped to Mexico, the Seller acknowledge that it is its obligation to provide the Buyer with all the information to comply, in accordance with the Mexican laws, with its obligation to timely deliver (this is, within a period greater than 24 hours before loading in the ship) the corresponding import request. Such information must include, without limitation: (1) name and address of the Seller; (2) name and address of the Manufacturer or other Supplier (if not the Seller); (3) Origin country, and (4) HTSUS number of the product (if the Buyer provides it for the Seller to include in its sales / shipping documents) or the corresponding tariff classification. The Seller agrees to work with the designated local freight / transit agent to provide the necessary data and coordinate the export of the goods in the stated time periods. Any infraction, fine, conventional penalty or other cost incurred for any delay in the dispatch of the merchandise or circumstance that inhibits its cargo in the container for export it to México, provoked by Seller's failure to provide the information will be sole responsibility of the Seller, same who hereby agrees to reimburse any amount to the Buyer due to this failure.

7. Inspection; Non-Conforming Goods/Services; Audit. Buyer may enter Seller's facility to inspect, Supplies, materials, and any of Seller's property related to the Order. Buyer's inspection of Supplies, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute an acceptance of any work-in-process or finished product. Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in the Order releases Seller from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the quantities set on the Order will be reduced unless Buyer notify the contrary to the Seller. Seller will not replace the reduced quantities without receive a new material dispatch from Buyer. In addition to other remedies available to the Buyer (i) Seller agrees to accept return, at Seller's risk and expense at full invoice price, plus transportation charges, and to replace defective Supplies as Buyer deems necessary; (ii) Buyer may have corrected at any time before the shipment from Buyer's premises, the Supplies that fail with the requirements of the Order; and/or (iii) Seller will reimburse to the Buyer all reasonable expenses that result from any rejection or correction of defective Supplies. Seller will document corrective actions within a commercially reasonable period after the receipt of a defective sample and will take the necessary measures to correct the defect. Payment for nonconforming Supplies is not an acceptance, does not limit or inhibit Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for the defects. Upon reasonable notice to Seller, either Buyer or its direct or indirect customers may conduct audits at Seller's production facility for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its agreements with its subcontractors provide Buyer and its customers with all the rights specified in this Section.

8. Payment. Unless different payment terms stated in the Order, Buyer will process and pay the invoices within 90 days from the invoice receipt date by Buyer and would be paid it on the next scheduled payment run. Invoices from tools and / or capital goods should be issued only as approved, as provided in the Order. The Buyer may withhold payment pending receipt of evidence, in the form and detail requested by the Buyer, of the absence of any charge, lien or claim for the Supplies provided, indicated in the Order. Payment will be made in the currency expressly appointed in the Order; If the currency is not specified, the payment will be made in Pesos, legal currency in México. Payment will be made by electronic transfer to the bank account specified by the Buyer, unless the Buyer expressly indicates otherwise. No payment made pursuant to this agreement or any Order issued pursuant to this will be definitive evidence of compliance with this agreement or the Order by the Seller, either in whole or in part, and no payment, including final payment, shall be understood as an acceptance of the Buyer of defective, poor or unsatisfactory work, materials and / or equipment.

9. Changes. Buyer reserves the right at any time, to make changes, or to require Seller to make changes, to drawings, specifications, samples or descriptions of Supplies. Buyer also reserves the right to change the scope of the work covered by the Order, including work related to the inspection, testing or quality control. Buyer may also order that the supply of the raw materials will be made by itself or from a third party. Seller will promptly make any requested change. In order for Seller to request a reasonable difference in price or performance time as a result of a change, Seller must notify Buyer through a writing within ten days after receiving notice of the change. Buyer can request additional documentation from Seller related to any change in specifications, price or performance time. After receiving all the documentation requested, Buyer may, in its sole discretion, equitably adjust the price or the performance time. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or performance time, changes will not affect the price or the performance time. Seller will not make any change related to Supplies – including without limitation, in the Supplies' contents, design, specifications, processing, packing, marking, shipping, price or date or place of delivery – except at Buyer's written instruction or with Buyer's written approval. Any changes by Seller to any Order or to the Supplies covered by the Order without the prior written approval of an authorized representative of Buyer shall constitute a breach of the Order.

10. Warranties. Seller expressly warrants and guarantees Buyer, Buyer's successors, assigns and its clients that all Supplies delivered or provided will: (a) agree with the specifications, standards, drawings, samples, descriptions and corrections as provided to the Buyer or that Buyer provided; (b) comply with all laws, orders, regulations and standards applicable in the countries where the Supplies or other products are sold; (c) they will be marketable and free from defects in design (to the extent designed by the Seller), materials and handwork, and (d) they will be selected, designed (to the extent designed by the Seller), manufactured and assembled by the Seller in accordance with the use determined by the Buyer and which will be suitable and suitable for the purpose for which the Buyer destines. The warranty period will be the longest of: three years from the date the Buyer accepts the Supplies; the warranty period appointed by the relevant laws or in the Order, or the warranty period offered by the Buyer for its customers to final users for installed Supplies or as part of products. As for all services, the Seller also guarantees that his work will be carried out in a professional manner and with attention to every detail, in a consistent way with all standards and specifications agreed with the Buyer and according with the industry standards. The Seller, as soon as he is advised, will immediately notify the Buyer through a writing of any, component, design or defect in the Supplies that is or may be harmful to people or property. Buyer's approval of any design, drawing, material, process or specifications does not exempt the Seller from these warranties.

11. Supplier Quality and Development, programs requested. Seller will be subject to quality control standards and inspection system, as well the related standards and systems (including, without limitation, quality control policies, ISO / IATF16949 and ISO 9001 and ISO14001 environmental management) established by the Buyer or in the orders. The Seller will also participate in Buyer's quality and development programs of the suppliers. As ordered by the Buyer at any time, Seller will participate and comply with the following Buyer's programs and standards: (a) The Buyer Quality Manual for Suppliers (including all sections or formats) accessible in the link "www.clarios.com/suppliers" as well as all other Standard Manuals for Suppliers that Buyer has (including all subsections and formats), (b) performance evaluations for suppliers, in the event of any discrepancy between parties of the programs and standards mentioned before, these Terms will be in force. Seller is responsible for any of its suppliers. The Seller must always maintain a performance, validation and continuous supervision to ensure that the Supplies provided to the Buyer comply with all applicable warranties and any other stipulation of the Order.

12. Goals for Women-owned / Minority Companies (MWBE). If applicable, Seller acknowledge the benefits of acquiring goods and services from Women-Owned / Minority Companies certified as Minority-Owned Companies (MBE) by the National Minority Suppliers Development Council (NMSDC) by its acronym in English) or by the National Council of Women-Owned Enterprises (WBENC) and will

establish employment goals and guide the coordination of its Supplier Diversity Program with the efforts of the Buyer. Promotion of diversity in the supplier's base. Reference of the National Minority Suppliers Development (NMSDC <http://www.nmsdc.org>). Buyer and Seller hereby recognize the value of supporting initiatives that seek to achieve environmental and social excellence. While this Agreement defines the parameters in which the parties will do business and seek mutual financial advantages, the parties recognize, believe and practice the principles of sustainability that they will carry out in their relation. Promotion of diversity in the supplier base. Reference of the National Minority Suppliers Development Council (NMSDC – <http://www.nmsdc.org>).

13. Manuals or Instructions for Use. At Buyer's request, the Seller will put available to Buyer the manuals or instructions for the use of the supply of the good or service and other materials at no additional cost in order to support the sale activities of parts by Buyer.

14. Remedies. The rights and legal remedies reserved for the Buyer in the Order will be additional resources and combined with any other legal remedies that the Buyer may exercise in accordance with the laws in force. The Seller will reimburse the Buyer for any damage or loss resulting from the non-compliance of the Seller or for Deficient Supplies, including, without limitation, costs, expenses and losses incurred directly or indirectly by the Buyer or its clients arising from: (a) inspection, classification, repair or replacement of Deficient Supplies; (b) interruption of production or supply; (c) campaigns to remove product from the market or corrective actions of the service, or (d) injuries (including death) or property damage caused by the Supplies. The damages include reasonable professional fees paid by Buyer. In the event that Buyer requests, the Seller will enter into an agreement for the administration or processing of warranty refunds for Deficient Supplies, interruption of production or supply and will participate and comply with the warranty reduction or related programs ordered by the Buyer related to the Supplies.

15. Compliance with Laws; Ethics; Anti-corruption. Seller and all Supplies provided by him shall comply with all relevant laws, including rules, regulations, orders, treaties, decrees and regulations related to the manufacture, labeling, transportation, import, export, licenses, approval or certification of the Supplies, including environmental laws, about hazardous materials, hiring, salaries, hours and conditions of employment, selection of subcontractors, discrimination, occupational health and safety and automotive safety. The Order incorporates by reference all the clauses provided by these laws. All materials used by the Seller for the Supplies or the manufacture of these shall comply with current governmental and safety restrictions regarding hazardous, toxic or restricted materials, as well as with the environmental, electrical and electromagnetic compensations that apply to the country of manufacture, sale or destination. The Seller certifies, assures and guarantees the Buyer that its products fully comply with all applicable laws, codes, official standards and regulations in Mexico, including, without limitation, the European REACH regulation and the RoHS directive and any other applicable law. The Buyer has established an Ethics Policy that is described and found available on the Buyer's portal at <https://codeofethics.clarios.com/> Seller and its employees and contractors are governed by this ethics policy.

16. Anti-corruption. The Seller hereby agrees to comply with all applicable anti-corruption and money laundering laws, as well as with the Code of Ethics (<https://codeofethics.clarios.com>) and other applicable Buyer policies (i) The Buyer shall reserves the right to immediately terminate the Order if the Seller violates any anti-corruption law or regulation on these terms.

17. Client Requirements. Upon written indication from Buyer, Seller agrees to comply with all the terms set forth in any agreement between Buyer and its clients to whom the Buyer provides the Supplies (as incorporated into the products provided to said clients). The Buyer at its discretion may provide the Seller with information related to the purchase orders that the Buyer receives from its clients. The Seller will be responsible for determining how such information affects him in his obligations under the Order and will comply with all the terms under its control. By written notice to the Seller, the Buyer may choose to make the provisions in this Section prevail over any discrepancy between the parties.

18. Indemnification. To the fullest extent of law, the Seller will defend, indemnify and keep the Buyer, its partners, directors, employees, as well as Buyer's clients (both direct and indirect, including vehicle manufacturers where the Supplies are integrated), distributors and users of the products sold by the Buyer (or the vehicles where they are integrated) and all their respective agents, successors and assigns of any damage, loss, claim, liability and expense (including reasonable attorney's fees and other professional fees, compensation and judgments) arising or resulting from any defective Supply or due to negligence or improper act or omission by the Seller or its agents, employees or subcontractors due a contravention or breach of the Seller of any declaration or other term and condition of an Order (including any part of these Terms). In the event that the Seller performs any work on Buyer's or in its clients premises or uses the property of the Buyer or its clients, either inside or outside the premises of the Buyer or its clients: (a) The Seller will examine the premises to determine if they are safe to perform the requested services and will immediately notify the Buyer of any situation that seems to be unsafe; (b) Seller's employees, contractors and agents will comply with all premises regulations and the Buyer, at its discretion, may ask

them to retire; (c) Seller's employees, subcontractors and agents will not own, consume, sell, transfer or be under the influence of alcohol or drugs or unauthorized, illegal or controlled substances within the premises, and (d) to the maximum extent permitted by law, the Seller will indemnify and keep the Buyer's clients, agents, successors and assigns from any liability, claim, lawsuit or expense (including reasonable attorney's fees and other professional fees, compensation and judgments) for damages to the property or injuries to Buyer's clients, agents or any person or entity related to the work of the Seller on the premises or by the use by Seller of the property of the Buyer, except to the extent caused solely by Buyer's negligence.

19. **Insurance.** The general requirements described below apply to any work appointed in the Order. Compliance with these is also required for any kind contractors and subcontractors ("Contractor"). The Seller / Contractor will not start any work appointed in the Order until all the insurance requirements set forth in these Terms have been accomplished as described below and if Buyer requests it, until an evidence of such insurance compliance. All insurance Terms provided will remain in force through the course in which the work is performed as indicated in the Order, including any extension, and until the work has been completed at Buyer's satisfaction. Buyer's approval or acceptance of the insurance will not exempt or diminish Seller or Contractor's responsibility and the failure to keep it in force will mean a substantial breach of these Terms set forth.

19.1 Standard Conditions Qualification – All companies that provide the insurance requested under this agreement must comply with certain minimum financial security requirements. These requirements will be according to the current ratings published by A.M. Best & Co. in "Best's Key Rating Guide - Property - Casualty The ratings of each company must be indicated on the Certificate of Insurance Format. All insurance policies must be issued by companies with a current Best rating (indicated in the most recent edition of Best's Key Rating Guide published by A.M. Best and Company), or equivalent, of A-V or better.

19.2 Cancellation - Buyer, without exception, must receive notification with no less than thirty (30) days prior to cancellation for any reason other than the non-payment of the premium of any insurance required by this agreement. Non-payment of the premium will require notification of ten (10) days prior to cancellation. The confirmation of this cancellation thirty (30) days in advance that is ordered must appear in the Certificate of Insurance and in any and all insurance policies required by this agreement.

19.3 Insurance Certificate Format - Seller must provide Buyer with an Insurance Certificate format that details the minimum restrictions and coverage, as specified in Section 19.6 Seller may deliver his Certificate of Insurance in PDF or TIF format by email to the person indicated by Buyer.

19.4 Waive to Subrogation - Seller waives to their recovery rights and will make their insurers waive their subrogation rights indicated in all required policies, including their respective agents and employees. Seller hereby exempts Buyer, including its respective subsidiaries, directors and employees, from losses or claims for injuries, property damage or other claims covered by insurance arising from performance under this agreement.

19.5 Additional insured - The Buyer and any other entity that is reasonably requested will be named additional insured in the Commercial General Civil Liability and Vehicular Civil Liability policies with respect to the work performed to comply with the Order.

19.6 Coverage Limits. Coverages and minimum limits both below detailed are requirements. When coverage and / or limits are ordered by law or local provision, local requirements shall apply to the minimum limits determined below. The hiring and maintenance of the following coverages will not limit or affect any liability that Seller may have under this agreement. All insurance policies related to coverage and minimum limits must be issued for incidents (except for the Professional Responsibility to which policy claim is accepted if the retroactive date precedes the date of this agreement). All limits listed below are in US dollars.

Type of insurance	Minimum limits
Workers Liability Insurance	As required by applicable law
Employer Liability Insurance	US \$ 100,000 per accident, per employee, per death, or as required by applicable law.

General Liability Insurance including real estate, operation, independent contractors, products, finished operations, personal injury and disclosure and agreement liability	US \$ 500,000 per accident and in aggregate (limits may be reached by a combination of general insurance and umbrella coverage / excess coverage)
Car insurance including coverage for own, third-party and leased cars	Legal limits (with a minimum of US \$ 100,000 per accident) covering property damage and injuries
Property including business interruption	As specified by the Buyer
Professional Liability Insurance	\$ 100,000 for each claim
Fidelity bond	When applicable
Payment and performance bonds and / or labor and material	When applicable

20. **Financial Review.** Buyer or a third party designated by Buyer may at any time review the financial situation of Seller or its affiliated companies, and Seller shall cooperate in such review and provide immediately copies of the requested documents or access to them, including but not limited to statements, financial statements and results, forecasts, business plans, bank contacts and loan documents, and will make its finance managers available at all times during business hours to discuss any questions or comments that may arise. Buyer and any party designated by him, will keep as confidential any information that is not of a public nature about the Seller, obtained during the financial audit, and such information will be used for the purpose of said audit, except for any information necessary to execute the Order.

21. **Insolvency.** Buyer may terminate the Order immediately without any responsibility and Seller will reimburse Buyer for all costs incurred in connection if any of the following events appear, including, without limitation, attorney fees and other professional fees: (a) if the Seller is insolvent; and / or (b) if the Seller promotes a bankruptcy or voluntary bankruptcy; and / or (c) if bankruptcy or involuntary commercial bankruptcy is promoted against the Seller; and / or (d) if a trustee or trustee or administrator is assigned to Seller; and / or (e) if the Seller needs a loan, financial or other type of loan, from the Buyer in order to fulfill the obligations to fill the Order; and / or (f) if the Seller agrees to an assignment for the benefit of creditors; and / or (g) If the Seller does not meet the eligibility requirements of the Buyer's insurance company; and / or (h) if the Seller does not immediately provide evidence of its financial capacity to fulfill its obligations under the Order. In the event that the Order is not completed in accordance with the foregoing the Buyer may make fair adjustments to the price, payment terms, and / or delivery requirements under This Order at the sole discretion of the Buyer deems necessary to adapt to changes in the circumstances of the Seller, including without limiting the ability of the Seller to comply with its obligations regarding the guarantee, non-compliance with the Supplies or any other obligation under the Order . The Seller agrees that in the event that the Buyer provides any assistance (financial or otherwise) that is necessary for the Seller to be in a position to fulfill its obligations under the Order, Seller will reimburse Buyer all expenses incurred, including attorneys' fees and any other professional fees and any other expenses in relation to such assistance and the Seller will give access buyer to its facilities, machinery, equipment and any other assets that is necessary for the production of the Goods subject of the Order.

22. **Termination for Breach.** The Buyer may terminate the entire Order or part of it without any liability if Seller: (a) rejects, contravenes or threatens to contravene any of the terms of the Order; and / or (b) does not deliver or threaten not to deliver the Supplies or not to perform the services related to the Order; and / or (c) does not improve or comply with reasonable quality requirements in order to risk the adequate and timely production or delivery of the Supplies and does not correct the lack or contravention within a period of ten days (or within a term shorter, commercially reasonable under the circumstances) upon receiving written notification (including email informed by the Seller) of the Buyer specifying the lack or contravention; and / or (d) formalize or offer to formalize a transaction that includes the sale of a substantial portion of the assets used to produce the Supplies to the Buyer or a merger, sale or exchange of shares or other social participation that results in a change of control of the seller; and / or (e) the Seller ceases to be competitive in terms of technology, quality deliveries, service or price of the Products; and / or (f) breaches any law, ethics or the anti-corruption terms in accordance with

this agreement. The Seller will notify the Buyer within ten days of formalizing any negotiation that may lead to the situation specified in subsection (d) above provided that, at the Seller's request, the Buyer formalizes an appropriate confidentiality agreement related to the information disclosed to the Buyer in connection with such transaction.

23. Termination. In addition to any other right of the Buyer to cancel or terminate the Order, the Buyer, at its discretion, may immediately terminate all or part of the Order at any time and for any reason, by written notification to the Seller; The written notification includes the email informed by the Seller. The Seller must cooperate with the Buyer in the transfer and / or assignment in the supply to a third party in accordance with the provisions of Clause 24. Upon receipt of the notice of termination, and unless the Buyer orders otherwise, the Seller: (a) will immediately cease all work that is being done to fill the Order; (b) transmit the property and deliver to the Buyer the finished Supplies, the advanced work and the parts and materials that the Seller reasonably produced or acquired in accordance with the quantities ordered by the Buyer and that the Seller cannot use to produce goods for itself or others; (c) verify and settle any claims from the subcontractors for actual expenses incurred directly as a result of the termination and shall ensure that materials on subcontractors possession are recovered; (d) take reasonable steps to protect the property of the Buyer in the possession of Seller until he receives instructions from the Buyer for the disposal, and (e) cooperate with the Buyer, at its reasonable request, to transfer the production of the Supplies to another provider. Upon termination of the Buyer pursuant to this Section, the Buyer shall be obligated to pay only the following: (i) the price in the Order of all Supplies terminated in the quantities ordered by the Buyer according to the Order; (ii) the reasonable real cost of the Seller of the work in progress and the parts and materials transferred to the Buyer pursuant to subsection (b) above; (iii) the reasonable real costs of the Seller for the settlement of claims of its obligations with the subcontractors to the extent directly produced by the termination, and (iv) the reasonable real cost of the Seller to fulfill its obligation under subsection (d). Without prejudice to any other provision, the Buyer shall not be obligated or required to pay Seller, directly or due to the claims of Seller's subcontractors, the loss of anticipated income, fixed expenses not absorbed, interest on claims, engineering costs and product development, tools, rental or installation costs and equipment adjustment, depreciation costs or unpaid capital, finished goods, work in process or raw material that the Seller manufactures or acquires in quantities that exceed those authorized in the Dispatches of General administrative material or charges for the termination of the Order, unless expressly agreed otherwise in a separate Order issued by the Buyer. The obligation of the Buyer after termination shall not exceed the obligation that the Buyer would have had with Seller if the termination did not exist. The Seller will provide the Buyer within one month from the date of termination (or within a shorter period, if requested by the Buyer's customer), its claim which will consist exclusively of the assets of the obligation of the Buyer to Seller expressly permitted by this Section. The Buyer may audit the records of the Seller before or after payment to verify the amounts requested by the Seller through his claim. The Buyer will not be obliged to pay the Seller if the Buyer terminates the Order related to any contravention or breach of the Seller.

24. Change of Supply. (a) In relation with the expiration or termination of the Order by either party, in whole or in part, or Buyer's decision to change to an alternate source of Supplies (including but not limited to a Buyer owned or operated facility) ("alternative supplier"), Seller will cooperate in the transition of supply, including the following: (i) Seller will continue production and delivery of all Supplies as ordered by Buyer, at the prices and other terms stated in the Order, without premium or other condition, during the entire period needed by Buyer to complete the transition to the alternate supplier(s) including, at Buyer's request, providing a sufficient stock of Supplies covered by the Order, such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Supplies as needed; (ii) at no cost to Buyer, Seller (A) will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components, (B) will provide all notices necessary or desirable for Buyer to resource the Order to an alternative supplier, (C) when requested by Buyer, will return to Buyer all Buyer's Property in a good condition as when received by Seller (reasonable wear and tear excepted); and (D) will comply with Seller's obligations relating to Seller's Property in Section 23, and in relation to subcontractors; and (iii) subject to Seller's reasonable capacity, Seller will provide special overtime production, storage and/or management of extra inventory of Supplies, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as expressly requested by Buyer in writing. (b) If the transition occurs for reasons other than Seller's termination or breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller and pay the disputed portion into third-party escrow for disbursement by arbitration.

25. Force Majeure. Any delay or failure of either party to perform its obligations will be excused if the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction. Seller's inability to perform as a result, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's control. The change in

cost or availability of materials or components based on market conditions, supplier actions, or agreement disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers, will not excuse Seller's performance (under theories of force majeure, commercial impracticability or otherwise), and Seller assumes these risks. As soon as possible (but no more than one full business day) after the occurrence, Seller will provide written notice describing such delay and acknowledge Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option: (a) purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) require Seller to deliver to Buyer at its expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. In addition, Seller at its expense will take all necessary actions to ensure the supply of Supplies to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor agreements. If upon request of Buyer, Seller fails to provide within 10 days (or such shorter period as Buyer requires) adequate assurance that any delay will not exceed 30 days, or if any delay lasts longer than 30 days, Buyer may terminate the Order without liability and Seller shall reimburse Buyer for costs associated with the termination.

26. Technical Information Disclosed to Buyer. The Seller agrees not to make any claim against the Buyer, its clients or their respective suppliers with respect to any technical information that the Seller has disclosed or may reveal to the Buyer in relation to the Supplies supplied by the Order, except in the measure expressly covered by a confidentiality agreement and / or separate written license signed by the Buyer, or by a valid patent expressly disclosed to the Buyer before or at the time of the Order.

27. Compensation Intellectual Property Rights. The Seller agrees to: (a) defend, exempt and indemnify Buyer, its successors and customers against claims of direct or contributed infringement or incitement to violate any proprietary right (including any patent, trademark, copyright, moral, industrial design or improper use or misappropriation of trade secrecy) and against any damage or expense arising therefrom, including attorney fees and other professional fees, compensation and judgments that in any way arise in relation to the Supplies provided or acquired by Seller (including, without limitation, the manufacture, purchase, use and / or sale), including claims where the Seller has only supplied part of the Supplies, and the Seller expressly waives any claim against the Buyer that such infraction comes from compliance with Buyer's specifications, except to the extent that such violation is included in the designs created by the Buyer and provided to the Seller in writing; (b) waive any claim against the Buyer, including the exemption or similar claim that in any way relates to that filed by a third party against the Seller or Buyer for infringement of any proprietary right (including any patent, trademark, copyright, morals, industrial design or improper use or misappropriation of trade secret); (c) in which the Buyer and its subcontractors and direct or indirect customers have an irrevocable and worldwide right to repair, rebuild or re-manufacture and have the Assorted Supplies repaired, rebuilt or remanufactured by the Order without payment of any royalty or other compensation to the Seller; (d) in not making own use or selling to third parties the parts that they manufacture according to the designs, drawings or specifications of the Buyer without the express written consent; (e) attribute to the Buyer any invention, discovery or improvement (whether or not patentable) that the Seller or any employee or person who works under the supervision of the Seller conceives or puts into practice in the execution of the Order; (f) immediately disclose to the Buyer, in an acceptable manner by him, all the inventions, discoveries or improvements and have his employees sign any necessary document in order to facilitate the Buyer of obtaining property as he submits the patent application worldwide, and (g) to the extent that the Order is issued for the creation of registrable copyright works, that works will be considered "paid collaborative works", and to the extent that the works do not qualify as such, attributing to the Buyer, at the time of delivery of these, all rights, mastery and interest in all copyright and moral rights (including the source code). Unless the Buyer expressly agrees in a signed document, all Supplies or other deliverables provided in the Order (including, without limitation, computer programs, technical specifications, documents and manuals) will be original to the Seller and will not integrate any intellectual property rights (including copyright, patent, trade secret or trademark rights) of any third party. Unless the Buyer expressly agrees in a signed document, that all Supplies or other deliverables provided in the Order and all related intellectual property rights are the exclusive property of the Buyer. Buyer also reserves all intellectual property rights related to energy efficiency improvements and associated benefits (including, without limitation, White / Green Tag Credits renewable energy credits and certificates, federal tax incentives, state or municipal tax credits, advertising rights) of products or services that the Buyer acquires from the Seller / Contractor which directly or indirectly increase the energy efficiency of the products or facilities of the Buyer or its customers. Seller shall ensure that the terms of its agreements with its subcontractors and employees correspond to the terms of this Section. At no additional cost to the Buyer, the Seller will grant a license for the use of any intellectual property of the Seller that is necessary or inherent to the reasonably planned use or application of the Supplies.

28. Buyer's Property. All tools (including fixed accessories, calibrators, guides, templates, castings and molds, with all attachments, adhesions and accessories) packaging and all documents, standards or specifications, trade secrets, private domain information and

others materials and items provided to the Seller directly or indirectly by Buyer to fill the Order or which the Buyer has agreed to reimburse the Seller (collectively, "Buyer's Property") are property of Buyer (including the transfer of ownership) as they are manufactured or acquire, and remain the property of the Buyer regardless of payment. The Buyer's Property will be retained by the Seller or a third party to the extent that the Seller with written authorization from the Buyer in possession of the Buyer's Property to a third party in bailment as a tenant. Seller assumes the risk of loss and damage of Buyer's Property. The Seller is solely responsible for inspecting, testing the operation and approving all Buyer's Property prior to its use and assumes any risk of injury to persons or property damage originating from Buyer's Property. Buyer's Property will be stored, maintained, repaired and replaced by the Seller on its own, it will be in good working condition capable of producing Supplies that meet all relevant specifications, it will not be used by the Seller for any purpose other than filling the Order, it will be considered as the buyer's personal property, it will be visibly marked by the Seller as the property of the Buyer, it will not be combined with the property of the Seller or third parties and will not be withdrawn from the Seller's premises without Buyer's approval. Seller will insure Buyer's Property against fire and the policy will have extended coverage for replacement value. Any replacement of the Buyer's Property will become the property of the Buyer. Seller may not deliver or assign Buyer's Property to any third party without the express written permission of Buyer. The Buyer shall have the right to enter the Seller's premises to inspect its Property and the Seller's records related to Buyer's Property. Only the Buyer (or its affiliates) will have the right, domain or interest in the Property of the Buyer, except for the limited right of the Seller, subject to the Buyer's sole discretion, to make use of it to manufacture the Supplies. The Buyer and its subsidiaries have the right to take immediate possession of the Buyer's Property at any time without payment of any kind. The Seller agrees to cooperate with the Buyer in case he decides to take possession of the Buyer's Property. Effective immediately upon written notification to the Seller, without further notice or legal action, the Buyer shall have the right to enter the premises of the Seller and take possession of all Buyer's Property. The Seller expressly waives any right of notice or additional notification and it is appropriate to give the Buyer or to whom he assigns immediate access to the Buyer's Property. The Seller grants the Buyer a specific and irrevocable power, together with an interest, to execute and register on behalf of the Seller any notice of financing statements [sic] with respect to the Buyer's Property that the Buyer determines is reasonably necessary to reflect the Buyer interest in its Property. At Buyer's request, its Property will be immediately assigned or delivered by Seller either (i) INCOTERM 2020 FCA (loaded) transport equipment on Seller's premises, properly packaged and marked in accordance with the requirements of the Buyer's carrier or (ii) at any location designated by Buyer, in which case Buyer will pay Seller reasonable delivery costs. The Seller waives, to the extent permitted by law, any lien or any rights he may have on the Property of the Buyer, including, without limitation, assessments of builders or mold manufacturers.

29. Property of the Seller. The Seller, on its own, will provide, maintain in good working condition capable of producing Supplies that meet all relevant specifications and replace, when necessary, all machinery, equipment, tools, guides, dies, calibrators, fixed accessories, molds, templates and other items that are not the Property of the Buyer and that are necessary to produce the Supplies ("Property of the Seller"). Seller will insure its Property against fire and the policy will have extended coverage for replacement value. In the event that the Seller uses the Seller's Property to produce goods or services similar to Supplies for other customers, including aftermarket customers, such goods or services will not include any logo, trademark, trade name or business number from Buyer. During its commercial efforts, the Seller will not disclose or imply such goods or services are equivalent to those acquired by the Buyer. The Seller grants irrevocable preference to the Buyer to acquire and have dominion over the Property of the Seller that is special for the production of the Supplies of the Order by payment at net book value less any amount that the Buyer has previously paid for the Cost of such items. This preference does not take effect if the Property of the Seller is used to produce goods that are standard inventory of the Seller or if he sells a substantial amount of similar goods to others.

30. Compensation. In addition to any compensation right provided by applicable law, all amounts owed to the Seller will be considered net of the debt that Seller and its subsidiaries have with the Buyer and its subsidiaries. The Buyer shall have the right to deduct or compensate for any payment or other obligation owed to the Seller, in whole or in part, any amount that the Seller or its affiliates or subsidiaries owe the Buyer or its subsidiaries. The Buyer will present to the Seller a statement describing any compensation or deduction made by Buyer.

31. Confidentiality. Seller acknowledges that it will receive confidential and private information from Buyer or developed for Buyer in the Order, regardless of whether such information is marked or identified as confidential. The Seller agrees to keep all confidential and private information of the Buyer strictly confidential and not to disclose or allow it to be disclosed to others or used for any purpose other than the Order. Upon expiration or termination of the Order, at the Buyer's request, the Seller will immediately deliver to the Buyer all documents, including all copies thereof and in any form, that contain or refer to the confidential information of the Buyer. The Seller shall: (i) disclose the information owned by the Buyer within the Seller's organization only to its employees who have the need to know it for the performance of Buyer's obligations under the Order and must agree to keep Buyer's information as confidential, and (ii) prevent such

confidential information from the Buyer from being disclosed to third parties that are not employees of the Seller without the prior written consent of the Buyer, including obtaining an agreement by the recipient of the information to keep it confidential and agree to restrictions similar to those indicated above. The obligations of the Seller under this Section will continue for a period of (i) five years from the date of disclosure of the information covered by this Section, or (ii) three years after the termination or expiration of the Order, or (iii) when the information provided by the Buyer to the Seller continues to be considered Intellectual Property, the last term that occurs from the three previous assumptions, with the understanding that the Buyer may specify a period longer than the mentioned before. The restrictions and obligations set forth in this Section do not take effect for information that: (a) is in the public domain at the time the Buyer discloses it; (b) after the disclosure by the Buyer, the information becomes public domain without the lack of the Seller, or (c) the Seller can establish by written documentation that it was in his possession before being disclosed by the Buyer or that the Seller developed it independently without the use or reference to the information of the Buyer. Without prejudice to the contrary provision in these Terms, any confidentiality agreement or non-disclosure agreed between the parties prior to the Order will remain in force, unless expressly modified in the Order, and in case of contradiction between the terms in such agreement related to the confidential information of the Buyer and this Section, the terms of such agreement shall apply as regards the confidential information of the Buyer.

32. No Advertising. Seller will not announce, publish or disclose to third parties (outside their professional consultants and only if is necessary) in any way the fact that the Seller has hired to supply the Buyer with the Supplies indicated in the Order or not use any registered trademark or trade name of the Buyer in any press conference, advertising or promotional material without first obtaining the writing consent of the Buyer.

33. Relationship of the Parties. The Seller and the Buyer are independent contractor parties and nothing in the Order will do to an employed party, agent or legal representative of the other party. The Order does not grant a party authority to assume or to create obligation on behalf of or on behalf of the other party. The Seller will be solely responsible for all taxes, contributions and work charges, social security and income, insurance premiums, charges and other expenses related to the fulfillment of the Order, unless expressly provided in written agreement signed by the Buyer. All employees and agents of the Seller or their respective contractors are employees or agents solely of the Seller or such contractors, and not of the Buyer, and shall not be entitled to work benefits or other rights granted to Buyer's employees. The Buyer is not responsible for any obligation with respect to the employees or agents of the Seller or its contractors.

33.1 As part of the Buyer's policy, in order to preserve confidential and logistic information, the Seller is prohibited from hiring former Buyer employees to provide services at the company's facilities or perform any activity on behalf of the Buyer. The hiring of former employees by the Seller for any purpose other than the provision of services to the Buyer is the responsibility of the hiring company. The Seller is solely and exclusively responsible for managing the provision of services hired hereby, for maintaining autonomy in relation to the Buyer with respect to the management of its personnel and the Buyer is prohibited from establishing any hierarchy or subordinated relationship with the personnel of the seller.

33.2 At the time of delivering the invoices to the Buyer, the Seller will be obliged to present evidence of the regularization of payments of social and labor security contributions, including without limitation to the Mexican Social Security Institute, INFONAVIT, of its employees, according to the Buyer specifications. The failure by the Seller to present such evidence or the irregularity detected in the documents presented authorizes the Buyer to proceed with the possible withholding of the invoiced amounts presented until said contributions are regularized.

33.3 The Seller will be responsible for all damages that its employees or subcontracted employees may cause, directly or indirectly, during the term of this agreement, to the facilities and employees of the Buyer or to third parties that are inside or outside the facilities, and will remain subject to the respective compensation for such damages without prejudice to other judicial and contractual commissions that apply.

34. Conflict of Interest. The Seller declares and guarantees that the execution of the Order will not conflict with any present interest or obligation of the Seller, its employees or subcontractors. Likewise, the Seller guarantees that while the Order is in force, the Seller, its employees and subcontractors participating in the execution of the Order will absent from carrying out any activity that could reasonably be expected to present a conflict of interest regarding the Seller's relationship with the Buyer or the execution of the Order.

35. Personal Data. Seller declares that it will observe the Buyer's Data Privacy Policy accessible at <https://www.clarios.com/privacy-policy>, as well as the Federal Protection Law of Personal Data Held by Private Parties and its Regulations ("Data Law"), in the event that

Confidential Information or information provided by either party to the other, includes: (i) personal data: any information concerning an identified or identifiable natural person, (ii) financial data: any data that may reveal the economic capacity of a natural person or; (iii) sensitive data: data that affects a person's most intimate sphere and that may result in discrimination such as racial or ethnic origin, health status, genetic information, religious, philosophical and moral beliefs, affiliation union, political opinions and sexual preferences (personal, financial or sensitive data will be used interchangeably as the "Personal Data"), the parties are obliged to: (a) respect at all times the principles of: lawfulness, consent, information, quality, purpose, loyalty, proportionality and responsibility enshrined in the Data Law (b) maintain the confidentiality of Personal Data and not disclose it in any way or by any means to third parties; (c) not make use of the Personal Data for purposes other than those for which it was transferred or disclosed, without the prior written authorization of the other party; (d) respect the terms and conditions established in the Buyer's privacy notice, as well as the purposes for which the holder of the Personal Data granted his consent; (e) have the mechanisms and procedures, as well as the physical, technical and administrative security measures, adequate to protect the Personal Data against any damage, loss, alteration, destruction or unauthorized treatment, in accordance with the provisions of the Data Law and the other provisions derived from it; (f) inform the other party, within a maximum period of 24 (twenty-four) hours after the event, in the event of any security breach or in the event that either party is aware of any serious risk in which Personal Data is found and they are obliged to take all the corresponding legal measures that derive from such event, in accordance with the respective laws; (g) give notice to the other party of the requests that the holders of the Personal Data submit regarding the exercise of their rights of access, rectification, cancellation or opposition, so that they can be attended in due time and form by the corresponding party, in terms of the privacy notice corresponding to the Buyer and the Data Law.

36. No Assignment. The Seller may not assign or delegate its obligations with respect to the Order without the prior written consent of the Buyer. In the event that the Buyer authorizes any assignment or delegation, the Seller will retain full responsibility for the Supplies, including all warranties and claims, unless otherwise agreed in writing with the Buyer. The Buyer may assign or delegate its obligations with respect to the Order without the need for prior authorization from the Buyer and will communicate at any time of said event to the Seller.

37. VAT exemption. Supplies acquired through the Order are identified as industrial processing and may be exempt from Valued added Tax. In such case, the tax identification number and / or any information about the exemption will be indicated in the Order or will be provided by the Buyer.

38. Applicable Law; Jurisdiction. The Order will be interpreted in accordance with the applicable laws of México by submitting the order to the jurisdiction of the competent courts in Monterrey, Nuevo León.

39. Language, Severability, No Waiver. The parties acknowledge that these Terms have been written in the Spanish language and their translation into English has been made for reference only. In case of dispute, the parties agree that the Spanish version will prevail for all legal purposes that may occur. In the event that any term of the Terms is invalid or terminated, in accordance with any provision, regulation, order, executive order or other provision, the term shall be deemed amended or deleted, as the case may be, but only to the extent necessary to Comply with applicable law. The remaining provisions of the Terms will remain in effect and will take full effect. The failure of any of the parties to demand at any time compliance by the other party with any provision of the Order and / or the Terms will not affect the right to demand compliance at any later time, and the waiver of any of the parties of your right to claim violation by the other of any of the provisions of the Order and / or Terms shall not constitute a waiver of your right to claim any subsequent violation of the same or other provision.

40. Subsistence. The obligations that the Seller has with the Buyer will survive the termination of the Order, unless otherwise provided in the Order.

41. Claims of the Seller. Any claim, legal action or procedure attempted by the Seller under any Order must be initiated no later than within the following year after the alleged breach or any other event that originates the complaint of the Seller, or the date on which the Seller was aware (facts or circumstances that give rise to it) of said alleged breach, whichever comes first. Otherwise the Seller loses his right to any claim, legal action or procedure in relation to said event.

42. Total Agreement, Modifications. Except as described in Section 1, the Order, together with the appendices, annexes, supplements or other terms of the Buyer specifically mentioned therein, constitutes the entire agreement between the Seller and the Buyer in relation to the matters contained in the Order. The Order may only be modified by written amendment signed by the authorized representatives of each party or, for changes within the scope of Section 9 of these Terms, by amendment to the purchase order issued by the Buyer.

The Buyer may modify these Terms and Conditions for future Orders at any time by publishing the modified Terms and Conditions at www.clarios.com/suppliers and such modified terms will take effect for all Orders issued as of that time.