

## **GENERAL PURCHASE CONDITIONS.**

### **1. General scope of application.**

1.1. These general purchase conditions shall apply exclusively to all supply contracts between Helm de México, S.A. and its suppliers.

1.2. Any term or condition of the supplier that is contrary to these general purchase conditions shall be deemed non-existent, and for no reason shall be understood to have been accepted by Helm de México, S.A., unless an express and written agreement is executed.

1.3. All agreements executed between Helm de México, S.A. and the suppliers of goods shall be made by any written means.

### **2. Assignment of rights.**

Suppliers shall not assign for any reason whatsoever all or part of the rights derived from the relationship that exists with Helm de México, S.A. to third parties, unless otherwise agreed in writing.

### **3. Delivery date.**

3.1. The delivery date indicated in the purchase order is binding for the supplier.

3.2. In the event that circumstances arise, due to acts of God or force majeure, which impede to comply with the delivery date stipulated in the purchase order, the supplier is obliged to inform Helm de México, S.A. immediately of such circumstance. In this case, Helm de México, S.A., at its discretion, may grant the supplier a grace period or terminate the contract. Likewise, once the grace period granted by Helm de México, S.A. has elapsed, if the supplier does not deliver the goods, Helm de México, S.A. may terminate the contract and the supplier undertakes to indemnify Helm de México, S.A. for the damages caused.

3.3. Failure by the supplier to deliver the goods on the agreed delivery date, obliges the supplier to respond and indemnify Helm de México, S.A. for the damages caused.

3.4. The receipt of goods delivered after the agreed delivery date and/or the payment of these, does not constitute any waiver of the right of Helm de México, S.A. to claim compensation for the damages caused.

#### **4. Form of delivery.**

4.1. Delivery of the goods shall be made in accordance with the latest version of the Incoterm established in the purchase order, unless otherwise agreed by any written means.

4.2. If the goods are imported, the shipping documents shall state whether the goods are duty paid or duty unpaid.

#### **5. Quality control.**

5.1. The supplier undertakes to carry out and maintain a quality management system and shall provide evidence thereof upon request by Helm de México, S.A.

5.2. Helm de México, S.A. shall have the right to examine the quality management system and the proper execution of the supply of goods by the supplier, by itself or through third parties it authorizes.

5.3. Analyses carried out by Helm de México, S.A. or authorized third parties do not presuppose consent to the fulfillment of these terms and conditions.

5.4. Helm de México, S.A. assumes that the goods or products it purchases from its suppliers are in strict compliance with the Mexican Official Standards ("*Normas Oficiales Mexicanas*") or any other applicable regulation, as the case may be, so that if this is not the case, the supplier will indemnify and hold Helm de México, S.A. harmless from any damage, loss or claim resulting from the non-compliance with such Mexican Official Standards or applicable regulations.

#### **6. Inspection and surveillance.**

The supplier agrees to provide access to Helm de México, S.A., as many times as it deems necessary, to inspect the manufacturing sites as well as the quality and quantity of the goods.

**7. Quality of the goods.**

7.1. The quality of the goods shall be in accordance with the specifications shared together with the purchase order, and in case the quality of the goods is not specified, these shall be of a commercial quality that allows their use and operation in accordance with their nature.

7.2. The supplier guarantees adequate and complete control during the production process.

7.3. The supplier undertakes to immediately provide any information required by Helm de México, S.A., in regard with the goods.

7.4. The supplier guarantees in particular the authenticity and accuracy of its delivery documents and the accompanying certificates.

**8. Defects and hidden faults.**

8.1. Helm de México, S.A., within two weeks from receipt or, in case of hidden faults, from the time of their discovery, may notify the supplier of the defects in the goods received.

8.2. Upon receipt of the notification, the supplier undertakes to remedy the defect or to deliver a new defect-free item within two weeks.

8.3. In the event that the supplier fails to remedy the defect or deliver a new defect-free item within the two-week period, Helm de México, S.A. is entitled to remedy the defect at the expense of the supplier.

8.4. The right in favor of Helm de México, S.A. to have the defects of the goods remedied or to have a new defect-free item delivered is independent of the right it has to claim damages and of the warranties of the goods themselves.

## **9. Packaging.**

9.1. If the goods delivered include any packaging material used and deployed by Helm de México, S.A., the supplier guarantees that no adverse effects will occur in the packaged product. Likewise, the supplier guarantees the suitability of the packaging for its actual application.

9.2. The supplier shall carefully pack, label and ship the goods in such a way that damage during transport is ruled out and safe and efficient transshipment, unloading, storage and shipment of the goods is ensured. The Incoterms in their latest version shall apply.

## **10. Compensation for civil liability.**

10.1. The supplier undertakes to hold Helm de México, S.A. harmless from any claim for damages caused to third parties as a result of the use of the product, provided that the damage is within the scope of control and organization of the supplier.

10.2. Likewise, the supplier undertakes to reimburse the expenses arising from any recall of goods carried out by Helm de México, S.A., as a result of the use of the product provided that the damage is within the scope of control and organization of the supplier.

10.3. Helm de México, S.A. will inform the supplier of the content and scope of the recall measures, to the extent possible and reasonable, giving the supplier the opportunity to state what it deems appropriate.

## **11. Intellectual Property rights of third parties.**

11.1. The supplier undertakes to respond and hold Helm de México, S.A. harmless from any legal action brought against Helm de México, S.A. by third parties, due to the violation of any right of the latter, including intellectual property rights.

11.2. Likewise, the supplier undertakes to indemnify Helm de México, S.A., for any damages caused as a result of facing the claims of third parties for the violation of any of their rights, including intellectual property rights.

**12. Ownership of the goods.**

The ownership and all the immersed rights of the goods subject matter of the purchase, are understood to be transferred to Helm de México, S.A., by the mere effect of the legal act, without being understood that the supplier reserves any right whatsoever.

**13. Jurisdiction and applicable law.**

13.1. The applicable law to the legal acts by which Helm de México, S.A. purchases goods shall be the Code of Commerce ("*Código de Comercio*"). However, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

13.2. The competent Courts to hear disputes arising from the interpretation, execution and application of these terms and conditions are the Courts of Mexico City.

**14. Continuity of terms and conditions.**

If any provision of these general purchase conditions is totally or partially invalid, unenforceable or void, the validity of the remaining provisions shall not be affected.

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