

**1. SCOPE – ENFORCEABILITY**

- 1.1. These general terms of sale (hereafter the “**GTS**”) apply to all orders of bottles and dispensing components, closures and systems (hereafter the “**Products**”) placed by any company (hereafter “**Customer**”) with **PLASTIREY SA DE CV** (hereafter “**Supplier**”). The GTS would be considered as accepted by Customer upon issuance by Supplier of the Order Confirmation is issued. The GTS prevail over any Customer terms of purchase, or any other document unilaterally transmitted by Customer, which Customer purports to apply under any order, confirmation of order or similar document which are not explicitly accepted in writing by Supplier in the acceptance of an order. These GTS shall also apply to all future orders for Products with Customer, even if Supplier does not refer to them again.
- 1.2. In the event of any contradiction between the GTS and Supplier’s special terms as set out in the offer, the quotation, the Order Confirmation and/or separate written document signed by Supplier, the provisions of the special terms shall prevail over the provisions of the GTS.
- 1.3. A waiver of any right or remedy under the GTS is only effective if given in writing and shall not be deemed, nor any failure or delay to exercise any right or remedy under the GTS or by law, as a waiver of any subsequent breach or default. Similarly, it shall not constitute a restriction to further exercise that right or remedy or any other right or remedy.
- 1.4. If any court or competent authority finds that any provision of the GTS (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GTS shall not be affected.

**2. ORDERS**

- 2.1. Every order for Products placed in writing by Customer, or any acceptance of a quotation issued by Supplier to Customer within a maximum period of ninety (90) calendar days as from its date of issue, regardless of the means of transmission (postal mail, fax or any electronic form of transmission) (hereafter the “**Order**”) shall be deemed to be an offer by Customer to purchase Products upon the GTS and all standard documents referred to in Article 3.1 below and provided by Supplier to Customer
- 2.2. In any event Supplier, even if a quotation was provided to Customer, is not bound to supply Products to Customer until Supplier has accepted an Order by a written confirmation of such Order (“**Order Confirmation**”).
- 2.3. Unless stipulated otherwise, Supplier may, in return for payment by Customer of expenses and/or costs incurred by Supplier, accept a request to change or cancel an Order, provided that such request reaches Supplier in writing:
  - 2.3.1. at least six (6) weeks before the date of shipment stated in the Order Confirmation for standard Products; or
  - 2.3.2. at least eight (8) weeks before the date of shipment stated in the Order Confirmation for customised Products, or if the processing of the Order requires a supply of specific components or materials.
- 2.4. Supplier’s acceptance of a change in the Order shall be formalised by the issue of a new Order Confirmation, which shall specify the amount of any expenses and/or costs incurred by Supplier due to that change and shall be binding on Supplier and Customer following a period of 8 calendar days from the date of sending such new Order Confirmation to Customer.
- 2.5. Subject to Article 2.4, unless agreed otherwise, the cancellation or modification of an Order by Customer shall give rise to the immediate invoicing of the price of the Products initially Ordered.

**3. MANUFACTURING – QUANTITIES**

- 3.1. Supplier’s Products are manufactured, packed and delivered in accordance with the provisions of Supplier’s standard technical or packaging specifications, Supplier’s standard logistics requirements as provided by Supplier along with the quotation, or in absence of quotation, with the first Order Confirmation.
- 3.2. When, for the manufacture of Products, Supplier sources components or subassemblies or subcontracts services from suppliers designated by Customer, Supplier and Customer shall define which of Supplier’s or Customer’s procurement requirements apply. Failing any agreement, the procurement quality requirements and specifications of Customer shall apply; if Customer has no quality requirements and specifications, Supplier’s quality requirements and specifications shall define the terms for such procurement. Procurement specifications will be set out in the Order Confirmation.
- 3.3. The minimum quantity of Products per Order and/or delivery is to be indicated in Supplier’s quotation and Order Confirmation for standard and customised Products.
- 3.4. Unless stipulated otherwise, every Order of Products delivered and billed may be up to five per cent (5%) greater or less than the quantity specified in the Order and/or Order Confirmation. These quantity variations may not give rise to any claim from Customer, who acknowledges that such quantity delivered shall be deemed to be the quantity Ordered, without prejudice to the right of Customer to prove that such measurement has been mistaken.

#### 4. DELIVERIES

- 4.1. Unless stipulated otherwise, the sales of Products are Ex Works (Incoterms 20).
- 4.2. Failing pick-up of the Products by Customer on the agreed date or within the agreed time, Supplier reserves the right to invoice storage expenses from the date of delivery or the expiry of the pick-up period.
- 4.3. Lead times and dates quoted for delivery are given for guidance only in the Order Confirmation. Supplier shall make reasonable commercial efforts to adhere to those times which are not obligatory and in any case Supplier may deliver the Products within a reasonable period of time after those delivery times, without this constituting a breach. Supplier shall not be liable for any delay in delivery of the Products that is caused by (i) a force majeure event as defined in Article 10, or (ii) Customer's failure to provide Supplier with adequate delivery instructions or (iii) any other instructions that are relevant to the supply of the Products.
- 4.4. Notwithstanding Article 4.2, lead times shall not commence until Customer has provided Supplier with all the technical information required to process the Order and/or set up the means of credit or payment provided for in the Order Confirmation.

#### 5. PRICE – PAYMENT

- 5.1. The Products are invoiced by Supplier at the price given in the Order Confirmation. The price is understood excluding packaging and transport costs and expenses, VAT and any other duties or taxes, which are billed in addition to the price.
- 5.2. Invoices are payable in U.S. dollars or in Mexican Pesos at the exchange rate published by the Mexican Central Bank in the Federal Official Gazette on the day of payment, within thirty (30) calendar days from the invoice date, by bank transfer, with no discount for early payment. Any expenses incurred by payment shall be solely borne by Customer. No payment will be deemed received until received in cleared funds and the amount has been credited to Supplier's bank account. Failing to comply with the time of payment shall be deemed as breach to the GTS.
- 5.3. Supplier may, even if no payment default has previously occurred, demand payment guarantees (deposit or other) in the event that information on Customer's situation, particularly a change in its financial situation indicates there is a risk of non-payment of the amounts billed on the sale of the Products.
- 5.4. Any part payments shall be allocated in the following order of priority (i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by Supplier in recovering late payments.
- 5.5. Any delay in payment shall give rise to the application of interest for late payment. The interest shall be calculated per day of delay as from the payment date provided on the invoice. This interest, and all the expenses incurred with respect to collection (including but not limited to collection fees and legal fees) shall be solely borne by Customer and their settlement may be offset against any sum owed to Customer.
- 5.6. In the event of late payment or failing settlement of one or several invoices, Supplier may also, without prejudice to any damages that may be claimed, set a reasonable grace period to Customer by way of formal written notice and, if payment is not made in full within this period, cancel the supply of Products in the relevant Order and/or suspend the processing of other Orders in progress and/or demand the immediate payment of any outstanding sum still owed to it and/or demand payment guarantees or payment upon any future Order.
- 5.7. Customer shall pay all amounts due under an Order in full without any deduction or withholding except as required by law and Customer shall not be entitled to assert any credit or set-off against Supplier in order to justify withholding payment of any such amount in whole or in part. Customer shall be entitled to retain any counter-claim arising from the same Order which is undisputed and awarded by a judgment that can no longer be appealed and that constitutes a final decision of a competent court in Mexico.

#### 6. TITLE – RISKS

- 6.1. **SUPPLIER SHALL RETAIN TITLE TO THE PRODUCTS (BUT RISK OF LOSS SHALL BE TRANSFERRED UPON DELIVERY) UNTIL FULL PAYMENT OF THEIR PRICE, INTEREST AND ADDITIONAL COSTS. PAYMENT SHALL NOT BE CONSIDERED EFFECTIVE UNTIL CLEARED FUNDS ARE RECEIVED BY SUPPLIER. SUPPLIER SHALL BE ENTITLED TO TAKE ANY ACTIONS LEGALLY REQUIRED OR NECESSARY TO ENSURE AND MAINTAIN SUCH RETENTION OF TITLE SUBJECT TO THE SPECIFIC APPLICABLE MEXICAN LAW.**
- 6.2. Risk in the Products is transferred to Customer upon delivery of the Products as defined in Article 4 or in accordance with the Incoterm referred to in the Order. From the time of delivery, Customer bears all risks of loss or damage to the Products. Any damage or loss that may be caused to the Products subject to retention of title under Article 6.1 from the time of their delivery shall be covered without any deductible by an insurance policy against loss, theft, fire, water damage and natural hazard taken out by Customer at its expense, in which Supplier should be appointed as beneficiary. Customer shall upon request by Supplier produce a copy of the policy of insurance. Customer shall assign its claims for insurance benefits as

- to the Products to Supplier, upon request by Supplier, case in which Customer shall reimburse to Supplier all costs related to or derived from those claims.
- 6.3. Until the price of the Products is paid in full, Customer shall make sure that the Products are easily identifiable. In the event of failure to pay, Supplier shall, without losing any other of its rights, demand that the Products be returned at the expense and risk of Customer.
  - 6.4. Until the ownership of the Products has passed to Customer, Customer shall:
    - 6.4.1. store the Products (at no cost to Supplier) separately from all other products of Customer or any third party in such a way that they remain readily identifiable; and
    - 6.4.2. maintain the Products in satisfactory condition.
  - 6.5. Customer may use, consume or resell the Products subject to retention of title (Article 6.1) only in the course of Customer's normal business before ownership has passed to it provided that Customer shall be permitted to make sales solely on the following conditions:
    - 6.5.1. any sale shall be effected at full market value;
    - 6.5.2. any sale shall be a sale of Customer's property on Customer's own behalf and Customer shall deal as principal when making such a sale;
    - 6.5.3. Customer shall hold such part of the proceeds of sale as represents the amount owed by Customer to Supplier in trust for Supplier and shall account to Supplier accordingly; and
    - 6.5.4. Customer shall include a retention of title clause in the form of this Article 6 in its sale contract with its own customers.
  - 6.6. Supplier shall be entitled to recover payment for the Products (including by way of court action) notwithstanding that ownership of any of the Products has not passed from Supplier.
  - 6.7. Any down payments previously made by Customer shall remain owned by Supplier.
  - 6.8. In the event of a claim on the Products and if they are not identifiable and/or available or retrievable, the Products in inventory shall be considered as corresponding to the unpaid claims.
  - 6.9. Customer's right to possession, use and resale of the Products shall terminate immediately if:
    - 6.9.1. Customer ceases to trade or appears in the reasonable opinion of Supplier to be likely to cease to trade or is subject to insolvency proceedings, bankruptcy, payment suspension or any similar proceeding applicable in Mexico under any applicable regulations;
    - 6.9.2. Customer fails to pay any sum due to Supplier in respect of an Order or any other contract between Customer and Supplier;
    - 6.9.3. Customer encumbers or in any way charges or creates any liens over any of the Products; or
    - 6.9.4. Order is terminated for any reason.
  - 6.10. In any such case, Supplier shall be entitled to issue Customer with a credit note for all or any part of the price of the Products together with value added tax thereon.
  - 6.11. Customer grants Supplier, its agents, employees and sub-contractors an irrevocable right at any time to enter any premises where the Products are or may be stored in order to inspect them, to be exercised by means of a written notice with \_\_\_ days in advance to such inspection., or, where Customer's right to possession, use and resale has terminated, to recover them.
  - 6.12. Supplier's rights contained in this Article 6 shall survive termination of an Order however arising.

### 7. WARRANTY

- 7.1. Supplier warrants that on delivery, and for a period of twelve (12) months from the date of delivery (warranty period), the Products shall:
  - 7.1.1. materially comply with the technical specifications (whether standard or, as the case may be, customised specifications defined by Customer and validated by Supplier);
  - 7.1.2. be free from material defects in design, material and workmanship; and
  - 7.1.3. be of satisfactory quality according to the standards of the corresponding industry.
- 7.2. Even in the case of special technical specifications, Supplier excludes any warranty of suitability, adaptability or compatibility of the Products with Customer's needs for the purposes of manufacturing finished, semi-finished or intermediate products, for the purposes of incorporating the Products into other products and for the use of the Products in the dispensing or spraying of any content. Supplier also excludes any warranty in respect of non-infringement of the rights of third parties (particularly infringement of intellectual property rights) as a result of Products which are based on customised specifications and/or instructions provided by Customer (including but not limited to the shape of the Product or its visual specifications).
- 7.3. It is the sole responsibility of Customer to:

- 7.3.1. choose the Products and define any special or customised technical or packaging specifications for the Products;
- 7.3.2. ensure that the Products that it Orders from Supplier are suited for their intended use;
- 7.3.3. ensure the Products are compatible with the content that Customer is to put in the finished packaging and products sold by Customer; and
- 7.3.4. ensure compliance with all applicable regulations of the finished products that it markets.
- 7.4. Customer warrants that the customised specifications notified to Supplier do not and will not infringe the rights of third parties (including but not limited to infringement of intellectual property rights).
- 7.5. Any technical advice that Supplier may give, whether verbally or in writing, and any tests (particularly technical approval tests) carried out by Supplier at Customer's request do not, under any circumstances, exempt Customer from its sole liability with respect to choosing Products suited to its intended use, checking that suitability and compatibility by all appropriate means (particularly by tests that Customer shall define and carry out itself or have carried out by contractors), and defining, as the case may be, customised technical specifications for those Products.
- 7.6. Supplier excludes any guarantee or warranty on its Products in the event of:
  - 7.6.1. changes or alterations made to the Products by Customer;
  - 7.6.2. incorrect use, storage of the Products (particularly their use-by date) and/or non-compliance with instructions provided by Supplier;
  - 7.6.3. negligence and/or failure to maintain the Products by Customer; or
  - 7.6.4. normal wear and tear of the Products.
- 7.7. Customer undertakes to inform, by any suitable means, its own customers, suppliers or contractors of the conditions and limits in respect of the use and storage of the Products.
- 7.8. Supplier excludes any guarantee or warranty in respect of the components or materials provided by Customer, which it shall not control in any way prior to their use in manufacturing the Products. Such components and materials provided by Customer shall be deemed to be compliant with Customer's requirements and with all applicable legislation and regulations. Customer shall have sole responsibility to check such compliance.
- 7.9. Except as set out in these GTS all warranties, conditions and other terms implied by the applicable Mexican laws are, to the fullest extent permitted by law, excluded.

## **8. RECEIPT CONTROL – COMPLAINTS**

- 8.1. All Products shall be examined and controlled upon delivery by Customer, in order to check their compliance with an Order, the technical specifications (whether standard or, as the case may be, customised specifications defined by Customer and validated by Supplier) and Supplier's logistics requirements
- 8.2. Customer shall immediately after delivery inform Supplier in writing of any non-compliance or defects of the Products apparent on reasonable inspection, without prejudice to any claim against the carriers, in accordance with Article 8.5 below and, by the latest, within fifteen (15) business days of the date of delivery of the Products, in the understanding that Customer will have up to 2 months following the day the Products were received to file a claim, provided that the Products were not altered by Customer. Failing any claim within that period for such defects, Customer shall be considered as having accepted delivery and Supplier shall no longer be liable with respect to the non-compliance of the delivered Products.
- 8.3. In the event that delivered Products prove non-compliant or defective for reasons that are not attributable to Customer after the term stated in the above Article 8.2, and such non-compliances or defects were not apparent on reasonable inspection made in accordance with Article 8.1 ("hidden defects"), Customer shall immediately inform Supplier of its claims in that respect, at the latest within three (3) business days following the discovery of the non-compliance or defects. Failing any claim within that period, Supplier may no longer be held liable with respect to any non-compliance or defects of the delivered Products that could not be observed upon delivery in accordance with the provisions of Article 8.1 above.
- 8.4. In any event, Supplier shall not accept any complaint or be held liable for any non-compliance or defects of its Products that may appear or be discovered more than twelve (12) months after the date of delivery.
- 8.5. Customer shall take all necessary measures as soon as it discovers a defect or non-compliance, including the possible immediate stoppage of its production to limit any harmful consequences that such defect or non-compliance may have.
- 8.6. In case of a complaint by Customer with respect to any non-compliance or defect of the Products, Customer shall provide either Supplier's Quality Department or to Supplier's Sales Administration Department, in writing duly justified, specifying the defect as the case may be and all necessary information requested by Supplier, including traceability items, for the purposes of analysing the origin of the defect or non-compliance and samples of such defective or non-compliant Products in the event of a complaint or non-compliance with the Order including the quantity delivered. Supplier shall determine whether the samples are defective or non-compliant without undue delay. In any event, Customer may not return any

Products to Supplier unless a defect or non-compliance is determined by Supplier and Customer shall justify the alleged defect or non-compliance as per this Article. Failing the above, the returned Products shall be sent back to Customer and Customer shall reimburse Supplier for expenses incurred by examining the allegedly defective Products and returning them. Customer shall not, unless agreed otherwise in writing beforehand by Supplier, make itself or have a third party make any repair to the Product that it deems non-compliant or defective.

- 8.7. In the event of disagreement between Customer and Supplier over the reality, nature, extent or origin of the non-compliance or defect of Products, an independent analysis laboratory, chosen by both parties, may be called upon. The findings of such laboratory shall be considered definitive and binding on both parties. The cost of the analysis shall be borne by Supplier if the laboratory concludes a defect or non-compliance of a Product is attributable to Supplier, and borne by Customer in the opposite case.
- 8.8. It is stipulated that any variations or differences observed in the Products from models, prototypes or mock-ups, drawings, brochures, websites and advertising, which are for guidance only, may not be considered as defects or non-compliance.
- 8.9. In the event of a delivery of Products acknowledged as non-compliant or defective for causes attributable to Supplier, Supplier shall rework or replace the Products, with such replacement taking place within the usual times for manufacturing and delivering the Products. If Supplier is unwilling or unable to rework or replace the Product, especially if there is an inappropriate delay caused by Supplier, or if, for any reason rework or replacement has failed, Customer shall be entitled to rescind the contract or Order. A failure to rework or replace the Product may only be assumed after two attempts to rework or replace them having been unsuccessful. Customer's right to claim damages shall be subject to Article 9.
- 8.10. Customer shall keep available to Supplier the defective Products which were replaced or shall return them after Supplier's prior authorisation in good condition and in their original packaging to the extent possible. Only in case of a non compliance attributable to Supplier, Supplier shall bear any transport costs in relation thereto, as well as any transport costs for the Products supplied which have either been replaced or repaired.
- 8.11. If Supplier provides prior written consent, Customer shall destroy any defective Products at Supplier's expense and in accordance with any applicable legal and regulatory requirements. The destruction of the Products on Customer's site shall be proved by a destruction certificate issued and witnessed before a Notary Public.
- 8.12. The remedies set out in this Article 8 and 9.2 in respect of a Product's failure to comply with the warranty set out in Article 7.2, are the sole and exclusive remedies available to Customer and the sole and exclusive liability of Supplier.
- 8.13. Shipments by Courier: Plastirey will not be held responsible, nor will accept claims for damages to packaging and/or the product that may be caused by the transportation of the product due to mishandling by the transport company, nor for damages caused by events beyond its control, such as natural disasters, acts of vandalism, or actions by third parties.

## 9. LIABILITY

- 9.1. Supplier does not exclude its liability (if any) to Customer for:
  - 9.1.1. willful misconduct;
  - 9.1.2. damages arising out of death or personal injury caused by Supplier;
  - 9.1.3. any matter for which it would be illegal for Supplier to exclude or to attempt to exclude its liability.
- 9.2. Subject to Articles 9.1 and 9.3, and to the extent permitted by law for Article 9.3, Supplier's maximum aggregate liability arising out or in connection with these GTS and any Order, whether in contract, tort, misrepresentation, under any applicable laws or regulations or otherwise for damages and/or loss of profits in case they are awarded by a competent judge, howsoever caused including by negligence (or the negligence of a person for whom Supplier is vicariously responsible) and also including (without limitation) any liability under an indemnity contained in these GTS and/or arising from a breach of, or failure to perform or defect or delay in performance of, any of Supplier's obligations under these GTS or an Order and/or any defect in any of the Products ("**Default**"), shall be limited, and not to exceed, to the price of the Products giving rise to the Default. .
- 9.3. Subject to Article 9.1, Supplier shall be under no liability whatsoever to Customer (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage, including but not limited to:
  - 9.3.1. loss of components and manufacturing costs of finished, semi-finished or intermediate products of Customer; or
  - 9.3.2. costs incurred by Customer in procuring substitute products; or
  - 9.3.3. loss of sales revenue (whether direct or indirect); or
  - 9.3.4. loss of business; depletion of goodwill; loss of reputation; or
  - 9.3.5. any third party claims against Customer or any compensation or other payment made by Customer to its customers;howsoever caused arising out of a Default.
- 9.4. Each of Supplier's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of

liability in these GTS in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Supplier wherever it appears in those clauses.

- 9.5. Customer agrees to indemnify, keep indemnified and hold harmless Supplier from and against all costs (including the costs of enforcement), expenses, liabilities injuries, direct loss (which include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which Supplier incurs or suffers as a consequence of any direct breach or negligent performance or failure in performance by Customer of the terms of the GTS.

### 10. FORCE MAJEURE AND ACTS OF GOD

- 10.1. Pursuant to an event of force majeure or act of God, Supplier may, depending on the circumstances, cancel an Order, suspend its execution or postpone the date of delivery, without Customer being able to claim any compensation on such grounds, cancel its Order or assign the Order to another supplier.
- 10.2. Pursuant to an event of force majeure or act of God, Supplier shall inform Customer without delay and seek a resolution in consultation with Customer. In the event an Order is suspended, Customer shall take all necessary measures to extend, at its expense, the validity of the means of credit and/or payment while such Order is suspended and until delivery can be made. In any event, Supplier shall be freed from its commitments without any compensation being owed to Customer. If the event that the force majeure or act of God makes execution of an Order impossible or commercially uneconomical for a period greater than six (6) months. Supplier shall promptly give to Customer a notice thereof.

### 11. CONFIDENTIALITY

- 11.1. Failing a confidentiality commitment made by separate agreement, Customer undertakes, for the duration of its cooperation with Supplier and for ten (10) years after the end thereof for any reason whatsoever, to keep absolutely confidential the information of any kind provided verbally, in writing or in any other form of which it may become aware in negotiating or executing Orders of Products.
- 11.2. Confidentiality obligations shall not extend to information that is in the public domain, has become public domain other than by Customer's breach of confidentiality, that is lawfully received from third parties, or to the extent Customer is held to disclose information under the law or by governmental or judicial order.

### 12. INTELLECTUAL PROPERTY

- 12.1. Supplier does not transfer or license in any way, or grant any right whatsoever to Customer regarding any know-how or intellectual property rights in connection with or attached to the Products resulting from the design and/or manufacturing of the Products and/or any studies and analyses made by Supplier in regard to the design and manufacturing of Products for Customer, particularly for the purposes of drawing up customised technical specifications, the purposes of developing a new Product with respect to a research and development agreement, or the purposes of improving the quality and the cost price of Products.
- 12.2. Customer shall indemnify and keep indemnified Supplier for all losses, cost, demands, reasonable expenses (including legal expenses) in respect of any claims, proceedings or allegations that may be brought by third parties alleging an infringement of their rights (particularly on the grounds of intellectual property rights or unfair competition) in relation to (i) the Products manufactured by Supplier in accordance with the specifications or instructions provided by Customer for the execution of an Order or (ii) Customer's finished, semi-finished or intermediate Products.
- 12.3. Supplier shall indemnify and keep indemnified Customer for all losses, cost, demands, reasonable expenses (including legal expenses) subject to Supplier's limitations of liability as set out in Article 9 above, in respect of any claims, proceedings or allegations that may be brought by third parties alleging an infringement of their rights (particularly on the grounds of intellectual property rights or unfair competition) in relation to the Products manufactured by Supplier in accordance with Supplier's standard specifications.
- 12.4. Unless prohibited in writing beforehand by Customer and notwithstanding any intellectual property rights of which Customer may prevail itself relating to finished products incorporating the Products and/or all or part of the components of those finished products or notwithstanding the specific nature of the Products made for Customer, Supplier may exhibit in any public event such as trade fairs, exhibitions or shows, and/or in any advertising and commercial documents, Customer's finished products incorporating the Products and/or Products made for Customer. The exhibition of Customer's finished products shall be strictly framed and done so as to promote Supplier's Products exclusively.

### 13. DATA PROTECTION

- 13.1. To record and process Customer's Orders and/or answer requests for information, Supplier may be led to collect personal

data when applicable.

- 13.2. The processing of personal data of the individuals concerned shall be regulated by the Federal Law for the Protection of Personal Data held by Private Entities and related privacy applicable regulations.
- 13.3. Customer may at any moment exercise a right of access, correction, opposition and deletion of those data, in accordance with the provisions of the applicable local legislation. Any such request can be sent by email or by postal mail to Supplier's registered office.

#### 14. **APPLICABLE LAW - JURISDICTION**

- 14.1. The interpretation, execution and compliance of these GTS shall be governed by the applicable laws in the United Mexican States.
- 14.2. Any claim, dispute or controversy that Seller and Customer are unable to resolve between themselves, arising from or related to the Products purchased by Customer from Supplier, these GTS or the relationships which result from these GTS shall be submitted to the jurisdiction of the courts of Mexico City, Federal District, waiving to any other jurisdiction that may correspond to Supplier or Customer by virtue of their present or future domiciles or for whatever other reason.