

## E.G.O. Componentes Electrónicos, S.A. de C.V. GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1. Definitions.

The following defined terms, shall have the following meanings (such meanings shall be applicable as it singular or plural of defined terms):  
"EGO" means E.G.O. Componentes Electrónicos, S.A. de C.V., which name and fiscal address appears in EGO's quotation, invoice or in the order confirmation and which is legally represented by our salesmen.  
"Customer" or "Buyer" means a person or company which buys or uses EGO products.  
"Purchase Order" or "PO" means the petition specifically requested by the Customer to purchase EGO Products.  
"Sales Confirmation" means the document in which EGO accepts a request by a Customer to buy his products, in which the Customer will have to put his name and signature of acceptance.  
"Price" the total amount which the Customer needs to pay EGO in accordance to the price referred in the invoice or quotation.  
"Products", "Merchandise" or "Goods" means equipment, services, software and processes shown in the invoice or quotation.  
"Terms" means this General Terms and Conditions for the Sale of Goods.

### 2. Acceptance.

All the sales of EGO Products are subject to the Terms; any other Terms that could be applied are excluded. In the moment of execution hereof, or upon remittance of the PO, the Customer accepts and agrees to be bound to this Terms. EGO reserves the right to correct typographical errors and to modify all specifications, prices, quantities and terms at any time and to modify, improve, or discontinue all Products, or to change the specifications of Products, at any time, without notice.

### 3. Other agreements and/or documents.

These Terms shall not be altered or modified by any means or document, unless it is agreed by written consent and signed between EGO and the Customer.

### 4. PO.

This document is only accepted in writing or email and will only be compulsory and binding once accepted by EGO and the Customer, by sending the Sales Confirmation. The Customer has to verify the Sales Confirmation and notify EGO by writing of any mistake, if not, the Product, its specifications and Prices described in the Sales Confirmation will be part of these Terms.

### 5. Prices.

Quotes and prices are only valid in writing and shall be valid for thirty (30) calendar days from issuance. Additional Products will be quoted and billed separately or in another quotation. The Price of the product, the currency and conditions (Delivery, Payment, Credit and/or financing, etc.) will be established by writing in the quotation or invoice. The Customer is responsible for all taxes over sales, value added tax, and any others related to each invoice. Unless otherwise proposed, all Prices are net and do not include: (i) freight, special packaging, insurance and any other costs incurred in respect of the shipping and delivery of Goods; (ii) installation as well as parts and supplies (including, but not limited to, any wiring) used in the installation of Goods; (iii) training, maintenance or repairing. The cost of packaging for transportation, including pallets, spacers, boxes and wire baskets ("Transportation Packaging"), shall be charged at EGO's cost price. If Transportation Packaging is returned to EGO immediately and in undamaged and reusable condition, the cost of such Transportation Packaging shall be credited to Buyer. For the avoidance of doubt, no credit shall be available for special or non-returnable packaging. Before delivery of Goods to a carrier for shipment, Prices may be increased due to unforeseen circumstances, such as increases in labor or material costs, and Buyer may be invoiced on the basis of such increased Prices

### 6. Delivery

- (a) Unless otherwise agreed in writing, delivery of Products shall be made in EGO's facility. Any and all delivery dates stated by EGO in the Sales Confirmation are non-binding estimates only and are subject to the submission by the Customer of any required documentation and information relating to such Goods, including technical details, drawings, plans, specifications, approvals and releases. Risk of loss or damage to Goods sold hereunder, whether delivery on-site or otherwise, shall pass to Customer when Goods are placed into the possession of the carrier. All shipments and deliveries by EGO shall be made in a manner, and by carriers, determined by EGO at its reasonable discretion, except as otherwise agreed upon in writing.
- (b) If shipment or delivery is delayed for any reason caused by Customer or in its sphere of control, including, but not limited to, requests for changes with respect to Goods, (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) EGO, at its option, may store the Goods until Buyer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- (c) EGO may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of PO.
- (d) In the event of non-payment, when due, of any amount payable hereunder or breach of any agreement by Customer hereunder or if EGO deems itself insecure for any reason whatsoever, then EGO will perform the corresponding legal actions including the enforcement of the security provided for this operation of Products sales. Barring any engineering change not covered in any of the products ordered, EGO can provide a substitute to warrant that the characteristics and operation of the product will be equivalent to the products ordered.

### 7. Non Delivery

The quantity of any installment of Goods as recorded by EGO on dispatch from EGO's facility is conclusive evidence of the quantity received by Customer on delivery unless Customer can provide conclusive evidence proving the contrary. EGO shall not be liable for any non-delivery of Goods (even if caused by EGO's negligence) unless Customer gives written notice to EGO of the non-delivery within seven (7) business days of the date when Goods would in the ordinary course of events have been received. Any liability of EGO for non-delivery of Goods shall be limited to replacing Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

### 8. Limited Warranty.

- (a) EGO, as its sole warranty, represents that Goods for the shorter of two (2) years from date of delivery or three (3) years from the applicable production date of such Goods conform to their written specifications
- (b) EGO further warrants for a period of one (1) year from the date of delivery that Software materially conforms to its written specifications
- (c) If Goods deviate, or in case of Software materially deviate, from their written specifications, EGO shall, at its sole discretion, provide a credit for the price paid for such deviating Goods or the Goods containing the materially deviating Software or repair or replace the same without charge. Upon discovery of any purported deviation, Buyer shall immediately notify EGO thereof and grant EGO the time and opportunity to investigate the purported deviation. If EGO exercises its option to replace deviating Goods or materially deviating Software, Buyer shall ship such deviating Goods or the Goods that contain the materially deviating Software to EGO's facility in accordance with EGO's instructions. EGO shall, after receiving Buyer's shipment of such Goods, ship to Buyer, at EGO's expense, the replaced Goods. Risk of loss or damage

to such Goods shall pass to Buyer when such Goods are delivered to the carrier.

- (d) EGO's exclusive responsibility under this warranty is limited to such credit, repairs or replacement;
  - (e) This warranty shall be void, if (i) Goods or Software are not operated, maintained, handled, stored, installed, assembled, integrated or commissioned in accordance with the oral or written instructions furnished by EGO or are not used in accordance with the product compendium furnished by EGO or are repaired or maintained without EGO's express authorization; (ii) Goods are injured or damaged as a result of water, fire, unsuitable field of application, chemical, electro-chemical or electrical influences or neglect; (iii) Goods or Software are modified or altered without prior written consent of EGO; (iv) any required documentation and information relating to such Goods, including technical details, drawings, plans, or specifications provided by Buyer are inaccurate; (v) Buyer fails to notify EGO within twenty (20) days of any claimed breach of EGO's warranty, said time to run from the time when Buyer learns that Goods or Software are not operating as warranted; or (vi) Buyer fails to make any damaged or defective Goods or Software available to EGO for inspection.
  - (f) This warranty shall further be void, if on the date of delivery of Software, (i) Buyer does not meet the minimum hardware and Software requirements, (ii) Software has been installed on hardware other than the agreed upon hardware without EGO's written consent, (iii) Software other than that disclosed to EGO on the date of the Agreement between Buyer and EGO has been installed on the hardware or on connected hardware and Buyer has not provided evidence that such different Software has not interfered in the use of the delivered Goods or Software or (iv) Buyer has modified the Software without EGO's written consent.
  - (g) Specifically excluded from EGO's warranty is the replacement of parts with a limited life due to normal wear, and any parts where the manufacturer thereof provides its own warranty. Repairs or parts not within EGO's warranty shall be charged to Customer at EGO's regular rates, plus expenses portal to portal.
- ### 9. Inspection and Rejection of Nonconforming Goods.
- (a) The customer shall inspect Goods upon receipt ("Inspection Period"). Buyer will be deemed to have accepted Goods unless it notifies EGO in writing of any Nonconforming Goods within five (5) business days of their receipt and furnishes such written evidence or other documentation as required by EGO. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
  - (b) If Customer timely notifies EGO of any Nonconforming Goods, EGO shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at EGO's expense and risk of loss, the Nonconforming Goods to EGO's facility. If EGO exercises its option to replace Nonconforming Goods, EGO shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods on-site EGO's facility.
  - (c) Customer acknowledges and agrees that the remedies set forth in this Section 9(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 10 for other Products, all sales of Products to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Terms to EGO.
- ### 10. Software - and Buyer specific IC's.
- (a) If software programs ("Software"), Buyer specific IC's, documentation and/or circuits are included with Goods (collectively, "Deliverables"), Buyer is granted a non-exclusive and non-assignable license for its internal use of such Deliverables in connection with Goods for which such Deliverables are supplied. Any further use of such Deliverables, for instance together with a third party's or Buyer's hardware, is explicitly prohibited unless a separate written license agreement has been entered into with EGO.
  - (b) EGO reserves all other rights to the Deliverables, including copies and later modifications. Buyer shall not permit these to be accessed by third parties without EGO's prior written consent.
  - (c) Copies of the Deliverables shall only be made for archiving purposes or as reasonably necessary for error checking. Source programs shall only be made available in accordance with a separate written agreement. If any Deliverable is marked with a copyright notice, Buyer must also attach such a notice to all copies.
- ### 11. Spare parts.
- If EGO intends to discontinue or phase-out the production of any Goods, including spare parts, semi-finished Goods or raw materials, EGO shall give Buyer at least six (6) months written notice prior to the production discontinuance, so that Buyer and EGO may agree on a last time buy.
- ### 12. Returns.
- Other than Nonconforming Goods pursuant to Section 9, no Goods may be returned without EGO's prior written permission. If Goods (other than Nonconforming Goods pursuant to Section 9) are returned without authorization, EGO may charge Customer a restocking fee at EGO's discretion of up to 50% (fifty percent) of the amount invoiced and all freight charges for returned Goods even if Products are in apparent good order and condition. Products that were special order or made to order are credited only at their scrap value. EGO may dispose of Goods without obligation to Buyer.
- ### 13. Provision of Buyer Materials
- (a) Materials provided by Buyer, including sample materials, designs specified or defined by Buyer, shall be inspected by EGO only for purposes of (i) identifying the materials provided, and (ii) inspecting the same for transportation damages. EGO shall notify Buyer within ten (10) working days following inspection of any detected transportation damages. EGO shall have no further obligations in respect to the inspection of the Buyer's materials provided or notifications of defects.
  - (b) Materials provided by Buyer shall be stored by EGO by using ordinary care in accordance with industry practices. EGO shall not be required to (i) store the materials provided in a separately storage facility; (ii) mark them as Buyer provided; or (iii) insure the materials provided.
  - (c) Buyer shall bear the sole responsibility with respect to the materials provided. Buyer represents and warrants to EGO that all materials provided do not violate any domestic or foreign intellectual property rights or other rights of third parties (including governmental authorities). Buyer shall indemnify EGO and hold EGO harmless from all losses, damages, fees and expenses arising from or related to claims of infringement of intellectual property rights in connection with materials provided by Buyer.
  - (d) Any processing clauses stipulated by Buyer with respect to Buyer materials provided are rejected and shall not apply.
- ### 14. Payment Terms.
- (a) Terms are net 30 days on all Products from the date of EGO's invoice unless otherwise agreed in writing. A daily finance charge of 18% per annum, not to exceed the maximum rate allowed by law, shall be made on any portion of Buyer's outstanding balance which is not paid within thirty (30) days from the date of invoice. Payment shall not be deemed to have been received by EGO unless and until the respective amounts have been finally credited to EGO. All bank fees and charges shall be borne by Buyer. The receipt and acceptance by EGO of partial payment shall not constitute a waiver of any EGO's rights set forth herein or provided by law, including, without limitation, the right to cancel.
  - (b) If EGO, in its reasonable discretion, determines that the financial condition of Buyer at any time jeopardi-

- zes Buyer's ability to perform any of its obligations towards EGO, EGO may require cash in advance, cash payment on delivery, immediate payment of the entire balance, and/or additional security satisfactory to it. Buyer's failure to timely and fully to pay an invoice shall operate to make all other outstanding invoices of EGO to Buyer immediately due and payable, and at the discretion of EGO, shall be grounds for cancellation of any further performance by EGO.
- (c) Any collection expenses incurred by EGO shall be borne by Customer. Such collection expenses shall include EGO's reasonable costs and expenses (including attorney's fees and court costs) for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling Goods as well as any deficiency resulting from a sale of Goods. The reasonable costs and expenses (including attorney's fees and court costs) of EGO incurred in any defense against third party claims to Goods shall also become part of Customer's indebtedness to EGO.
- (d) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with EGO, whether relating to EGO's breach, bankruptcy or otherwise.
- 15. Limitation of Liability.**
- (a) IN NO EVENT SHALL EGO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL EGO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO EGO FOR GOODS SOLD HEREUNDER.  
In the event that EGO assists Buyer with project support for Goods that are integrated with Buyer's systems, EGO's liability shall be exclusively limited to such Goods and EGO shall have no liability for Buyer's overall system.
- 16. Stock upon Termination.**
- Upon termination of this Terms for any reason, Buyer shall pay (i) with respect to Goods that are considered standards: for any inventory remaining at EGO; and (ii) with respect to Goods that were made "on spec" or otherwise special ordered: for any inventory remaining at EGO, all work in process, cancellation charges and any other costs incurred by EGO.
- 17. Confidential Information.**
- All non-public, confidential or proprietary information of EGO, including, but not limited to, Products, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by EGO to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by EGO in writing or as otherwise permitted pursuant to this Agreement. Upon EGO's request, Buyer shall promptly return all documents and other materials received from EGO. EGO shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
- 18. Consulting and Development.**
- If EGO's services include consulting and development services, EGO shall become the sole owner of any and all results of such services as well as all interim results, including but not limited to copyrights, patents, trademarks, intellectual property rights, and usage rights. EGO shall be exclusively entitled to apply for any new rights resulting from such services including, but not limited to all patents, copyrights, trademarks or all other forms of protection. For this purpose, Buyer shall provide EGO with all necessary documentation regarding previously obtained work products from sources other than EGO, including, but not limited to any and all interim results, records, photographs, technical data, drawings, standard sheets, print layouts, gauges, tools, forms, profiles, samples, models and prototypes.
- 19. Force Majeure.**
- EGO shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of EGO including, without limitation to the following: labor strikes, restraints or delays affecting carriers or inability or delay in obtaining supplies or suitable materials, governmental actions or natural disasters.
- 20. Total Agreement.**
- These Terms are the only governing the sale of Products by EGO with the Customer named on the reverse of these Terms; likewise the Order Confirmation is expressly subject to these Terms. This Order Confirmation and these Terms constitute the entire agreement between the parties and supersedes all prior agreements, negotiations, representations and/or warranties, and communications, both in writing and orally. The EGO acceptance of the PO shall not constitute an acceptance or agreement of any provision in any forms or documents provided by the Customer, which is different from or additional to these Terms. Different or additional to these Terms are expressly rejected. The Order Confirmation of EGO may be modified or amended only by written agreement signed by an authorized representative of EGO.
- 21. Assignment.**
- Neither party shall assign this Agreement without prior written consent of the other party, provided, however, that EGO can assign the Agreement in whole or in part to an Affiliate. For the purposes of this Agreement, an "Affiliate" means any entity directly or indirectly controlled by, in control of or under common control with EGO.
- 22. Advertising.**
- Buyer will not advertise, publish or disclose to any third party (except for Buyer's professional advisors and confidential and as really necessary) in any manner the fact that Buyer has contracted to purchase EGO Products covered by this Agreement or any of the specifications of this Agreement (including prices), or use any trademarks or trade names of EGO in press releases, advertising or promotional material without the written previous consent of EGO.
- 23. Notifications.**
- All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 24. Waiver.**
- No waiver by EGO of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by EGO. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 25. Severability.**
- If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 26. Applicable Legislation.**
- These Terms shall be governed by and construed in accordance with the laws of the United Mexican States. Any dispute arising from this document will be submitted to the courts of the city of Queretaro, Queretaro, and both EGO and Customer expressly waive any other jurisdiction that may be applicable due to their present or future.