

GENERAL SALES CONDITIONS  
EUTECTIC MÉXICO, S.A. DE C.V. ("Eutectic").

- 1.** All products or services supplied by Eutectic will be subject to these General Sales Conditions. Buyer agrees to abide by these General Sales conditions when approving a quotation or placing an order.
- 2.** Quotations issued by Eutectic will only be valid for the dates indicated in the quotation or up to 30 days from quotation issue date. To be obligatory, all orders must have Eutectic order confirmation in writing.
- 3.** Supply of materials and services provided by Eutectic will be subject to the specified materials or services indicated in the order confirmation issued in writing by Eutectic. Verbal agreements or modifications will only be valid after being confirmed in writing.
- 4.** Scope of supply and payment will be in Eutectic address unless specified in the written order confirmation.
- 5.** Purchase order will not be canceled, suspended or terminated unilaterally by the buyer. If this should happen, Eutectic will be entitled to ask buyer compensation for damages caused.
- 6.** Supply of materials and services will be made as soon as possible. Eutectic will not be liable for delays, especially by natural disasters, force majeure, labor disputes, breach of subcontractors or carriers as well as any other circumstances beyond Eutectic control.
- 7.** Any claim the buyer could have in regards to identity, quality, characteristics or defects of products or services supplied by Eutectic must be submitted in writing within 90 days after material or service reception. Customer acceptance is presumed after 90 days and any claim possibility is excluded.
- 8.** Products and services provided by Eutectic are guaranteed exclusively as indicated in the package or instructions for each product or service order as well as for the period of time indicated within. In case of faults or defects in products or services provided, Eutectic will only be required, at its discretion, to repair or replace the materials and corresponding parts or correct the services supplied incorrectly or incomplete. Any other claim or defects are expressly excluded. In every case, Eutectic responsibility shall not exceed the amount invoiced by Eutectic to the buyer for the products or services covered by the claim.
- 9.** Due to inherent variations specific to each product or service application, all technical information, applications or results provided by Eutectic and/or its affiliates and/or personnel has a purely general, illustrative and informative purpose, and does not include any express or implied guarantee. All processes, applications, use of products or result of services provided for a specific and particular use must be evaluated by the end user under his sole responsibility. Eutectic, its affiliates or personnel will not be responsible in any case and

under any concept for achieving the purpose or results of the buyer as well as any damage, direct or indirect loss, injury or damage caused by the use of the product or service.

**10.** Any drawing, sketch, blueprint, profiles, etc. issued by Eutectic to supply a product or service will be and continue to be Eutectic property. Use by a third party requires written authorization by Eutectic. Buyer guarantees that the fabrication and supply of products manufactured according to their specifications does not infringe third party industrial property rights and is obliged to settle any claim or damage on Eutectic behalf.

**11.** Buyer shall have no right for compensation or payment withholding against any claim seeking to initiate or has initiated against Eutectic. In case of payment delay, Eutectic will consider this buyer payment and any subsequent payments overdue.

**12.** Buyer and Eutectic expressly submit to the jurisdiction of the Courts of Mexico City waiving any jurisdiction of their present or future domicile.