

Terms and Conditions of Sale Mexico

1. DEFINITIONS

"Buyer" means the entity who purchases from the Marathon entity, the Products described either in a Quotation or in a Purchase Order. "Quotation(s)" is (are) the document(s) in which the Seller answers the Buyer in regard to a prior request for the purchase of certain Products manufactured and/or marketed by the Seller. The quantity, price and estimated delivery date of the requested Products are described in said Quotation.

"In-Stock or Standard Equipment" refers to all products published as (C, In stock) in any Seller price list and/or catalog that is current each year for the Marathon brand or other products marketed by the Seller that currently or in the future may be included in said lists or catalogs annually in force.

"Special or Custom Equipment" refers to those products published in price lists annually in force that are not normally in stock, or other products that are not listed but may be manufactured by the Seller or by other companies related to the Seller within its corporate group, either in Mexico or abroad.

"Purchase Order(s)" once the Buyer has received the Quotation, the Buyer must notify the Seller its acceptance by sending a purchase order, which must confirm the information contained in the corresponding Quotation in regard to the description and technical specifications, prices and delivery conditions of the Products, which at all times will be subject to the terms and conditions herein that govern the rights and obligations of both the Seller and the Buyer.

"Products" refers to Standard or Custom Equipment, parts, materials and other goods that the Seller, such being the case, agrees to sell and supply to the Buyer.

"Seller" means the Marathon entity specified in the Quotation.

"Terms and Conditions of Sale" refers to this document, including its attachments, as may be amended from time to time by the Seller, which sets forth and governs the rights and obligations of both the Seller and the Buyer in regard to the sale and purchase of the Products.

2. QUOTATIONS: The effective term of Quotations issued and sent by the Seller to the Buyer is 30 (thirty) calendar days from the date they are issued. Quotations may be amended and cancelled at any time without liability before their formal acceptance by the Buyer by means of a Purchase Order or Orders. Quotations may be issued by an authorized Seller's representative and delivered in a document in letterhead or by e-mail.

3. PRICES; PRICE CHANGES: The prices of the Products sold in accordance with what is set forth in the Purchase Order shall adhere to those established in the Quotation. Should the case arise where the price is not specified in the Quotation, the price will be based on the prices current at the time of shipment of the Products.

The prices contained in the Quotations shall be expressed in Dollars of the United States of America, unless a different currency is specified in the corresponding Quotation. The Seller's price lists, as well as discounts that may be given, are subject to change without prior notice.

In the event of variations in the design and/or materials, i.e., in the case of Special or Custom Products, the Seller shall set a special price according to the Buyer's specific needs. The price shall include the cost of standard packaging used by the Seller. In the event there is an increase in said cost when Special or Custom Products are involved, it will be charged to the Buyer.

4. PURCHASE ORDERS: The acceptance of a Quotation by the Buyer ensure the acceptance and confirmation of a Purchase Order by the Seller and shall be considered and will constitute at all times an agreement between the Seller and the Buyer, which will be subject to these Terms and Conditions of Sale.

5. CANCELLATION AND/OR MODIFICATION OF PURCHASE ORDERS: Purchase Orders accepted by the Seller may not be cancelled or modified by the Buyer without prior written consent from the Seller. In the event the Seller grants the Buyer the corresponding consent to cancel or modify a Purchase Order, the Buyer must notify its intent to do so to the Seller at least 10 (ten) working days prior to the effective delivery date.

Any cancellation or modification of Purchase Orders will incur the following charges: (a) When In-Stock or Standard Products are involved: 15% (Fifteen percent) of the invoice value; (b) When Special or Custom Products are involved: 50% (Fifty percent) of the invoice value. Said charge may be deducted from any advance the Buyer may have paid the Seller prior to the corresponding cancellation or modification.

6. TAXES: Except for the Value Added Tax (VAT, Spanish acronym IVA), which must be included in the price contained in the Purchase Order and the corresponding invoice, both the Seller and the Buyer shall be responsible for payment of taxes and compliance with their corresponding tax and administrative obligations.

7. PAYMENT TERMS

(a) The specific payment terms will be detailed in the Quotation.

(b) Payments shall be made without any offset or discount in United States of America Legal Currency or in Mexican Pesos at the selling rate of exchange for Dollars of the United States of America published in the Official Gazette of the Federation on the corresponding payment date.

(c) Unless a different term is set forth on the corresponding Purchase Order, the Buyer must pay in full the Price set forth on each Purchase Order for Products within a term not to exceed five (5) days following the date the corresponding invoice is issued.

8. LATE PAYMENT AND LATE INTEREST: In the event the Buyer does not meet its payment obligations in a timely manner under paragraph (c) of the preceding numeral, the Seller shall immediately stop delivery of the Products covered by the corresponding Purchase Order or other pending Purchase Orders on that date. Lack of timely payment of any part or the entirety of the Price of the Products that must be made to the Seller shall incur in late interest to be paid by the Buyer to the Seller at a monthly rate of 3% (three percent), which shall accrue on the total amount of the balance due, from the time of non-compliance until the date the corresponding total payment is made by the Buyer, i.e., interest shall accrue on unpaid balances.

9. DELIVERY

All specific applicable conditions of freight and delivery will be established in the Seller's Quotation.

Unless otherwise defined by the Seller's documents, in the acceptance of the purchase order and listed below, the following describes the obligations of both the Seller and the Buyer in regard to delivery of Products:

SELLER	BUYER
1. Deliver the Products to the transportation company previously designated by the Buyer.	1. Designates and hires the transportation company that shall receive the Products from the Seller.
2. Following delivery of the Products, it ceases to have any liability for damage or loss occurring from that time.	2. Assumes all costs, risks and losses caused by transportation of the Products until they arrive at their final destination.
	3. Comply with all law's regulations, trade regulations or any exports restrictions

The Seller shall assume no liability for damage or loss that the Products may suffer during transportation, which are the sole responsibility of the Buyer. Therefore, any damages or losses shall be claimed by the Buyer directly against the transportation company or the insurance company in the event insurance be contracted for.

In any event, it is up to the Buyer to contract for insurance to cover loss and damage risks to the Products during their transportation.

The merchandise travels at the customer's cost and risk. Seller is not liable for the handling of the merchandise by freight companies. The freight charge set forth in the Seller's invoices is subject to change without prior notice. Special freight requested by the Buyer, shall be invoiced and paid for in cash.

10. DELIVERY DATES: Delivery dates are approximate, are not guaranteed and are based upon prompt receipt by Seller from Buyer of all necessary shipping and other information. Seller may deliver in advance of the delivery schedule. Seller reserves the right to make delivery in installments, with all installments to be separately invoiced and paid for by Buyer when due per invoice, without regard to subsequent deliveries. Delivery of the Products to a commercial carrier at the shipping point shall constitute delivery to Buyer.

11. ACTS OF GOD OR FORCE MAJEURE: Neither party shall be considered liable, nor shall be subject to the imposition of non-compliance penalties or penalties for delays in the fulfillments of its obligations in accordance with these Terms and Conditions of Sale when said non-compliance or delays are caused by an Act of God or force majeure, such as, among others: strikes, war, mutiny, social unrest, disturbances, sabotage, fire, floods, lightning, storms, earthquakes and any act of nature or of man that is beyond the control of either of the parties and not attributable to it under the terms provided for in applicable law.

The affected party shall notify the other party in writing of the occurrence and details of an Act of God or force majeure event as soon as possible. Compliance with these Terms and Conditions of Sale shall be suspended during the time the Act of God or force majeure is in effect to the degree necessary, and in any case the party not affected by the Act of God or force majeure is expressly released from compliance with its contractual obligations (with the exception of the Buyer's obligation to pay amounts that accrued to the Seller prior to the corresponding Act of God or force majeure) during the time the counterparty is prevented from complying due to said causes. Any Act of God or force majeure shall be resolved with the greatest speed, as far as reasonably possible.

Compliance with these Terms and Conditions of Sale shall be resumed to the degree possible when said circumstances are overcome. The foregoing notwithstanding, in the event the Act of God or force majeure that suspended the possibility for the parts to fully comply with their obligations under this document should continue uninterrupted over a period of 3 (three) months, both parties agree that the agreements between them shall be terminated in advance without obligation to either party, except for the obligation the Buyer has to pay for any amounts due that may have accrued to the Seller prior to termination.

12. LIMITED WARRANTY: The Seller guarantees that the Products delivered to the Buyer are defect-free in their materials, workmanship and title. Likewise, it guarantees that the Products fully meet the technical specifications requested by the Buyer, which must be specified in the corresponding Purchase Order.

Unless otherwise stated in the Quotation, product warranty is limited to a period of eighteen (18) months from the date of manufacture or twelve (12) months of Product delivery, whichever occurs first. For the case of Products sold that were manufactured more than eighteen (18) months before the date of the corresponding sale, the Buyer will be granted a 90-day limited warranty from the date of the invoice covering such Products.

In order to make a claim on the warranty, the Buyer must immediately inform the Seller proving to the Seller's satisfaction that the Product is defective, and its repair shall be performed as provided in these Terms and Conditions of Sale. To verify validity of the warranty, the Buyer shall send the Product, together with a copy of the corresponding Purchase Order, to any service center authorized by Seller, which shall determine the validity of the warranty, in accordance with the foregoing.

In the event the Buyer's claim is valid, the Seller may, at its discretion, carry out any of the following actions:

- Repair the defective Products;
- Replace the defective Products.

- 13. EXCEPTIONS TO THE WARRANTY:** The above-mentioned warranty does not cover the following:
- (a) Shipment costs to and from the Seller's offices, factory, warehouse, authorized service center or any other destination chosen by the Seller for the repair or replacement of the defective Product, as well as any taxes, duties, customs inspection or any other charge of any kind related to the same;
 - (b) The costs of destroying/unmounting/disassembling the defective Products, as well as reinstalling/mounting/tests and any other expense related to repaired or replaced Products;
 - (c) Trips or any other travel expenses or per diem incurred by the Buyer's or the Seller's staff those of the latter shall be paid by the former;
 - (d) Products that have been subjected to: (i) abuse, (ii) neglect, (iii) negligence, (iv) misuse, (v) improper application, (vi) accidents, (vii) damage due to circumstances beyond the Seller's control, (viii) inadequate installation (done by any person other than the Seller), (ix) incorrect use or operation (including, without limitation, operation subject to excess capacity or otherwise that is not in accordance with guidelines for installation, maintenance or instructions for use or requirements set forth by the Seller), (x) inadequate maintenance, (xi) inadequate storage and/or any use or service other than that for which the Product was designed, (xii) Product maintained, repaired or altered by personnel other than that of service centers authorized by the Seller or of the Seller.
- 14. LIABILITY:** Seller's aggregate liability shall in no case (except to the extent of exclusions and limitations of liability that are prohibited by applicable law) exceed ten percent (10%) of the purchase price allocable to the Products or part thereof or Services giving rise to the claim.

IT IS EXPRESSLY AGREED THAT SELLER'S ONLY REMEDIES AND TOTAL LIABILITY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING OUT OF OR RELATED TO THIS CONTRACT OR ITS PRODUCTS, SOFTWARE OR SERVICES, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARE LIMITED AS SET FORTH IN THIS DOCUMENT. UNDER NO CIRCUMSTANCES WILL SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES OR ASSIGNS BE LIABLE FOR ANY OTHER REMEDY, LOSS, COST, DAMAGE OR EXPENSE WHETHER DIRECT OR INDIRECT.

INDIRECT DAMAGE DISCLAIMER. IN NO EVENT WHATSOEVER WILL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, CONTINGENT, LIQUIDATED, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS, SOFTWARE OR ANY RELATED EQUIPMENT OR SYSTEMS; LOSS OF REVENUE, INCOME, PROFIT, OR PRODUCTION; COST OR INCREASED COST OF OPERATION, CAPITAL, SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES; SPOILAGE OR DAMAGE TO MATERIAL OR DATA; BUSINESS INTERRUPTION, DOWNTIME, SHUTDOWNS OR SLOWDOWN COSTS; CHANGE OUT COSTS; OR BUSINESS INTERRUPTION, DOWNTIME, SHUTDOWN, OR SLOWDOWN COSTS; OR ANY OTHER TYPES OF ECONOMIC LOSS, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, AND CLAIMS OF BUYER'S CUSTOMERS FOR ANY SUCH DAMAGES. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, OR CAUSE OF ACTION TO OR BY A THIRD PARTY THAT EXCEEDS THESE LIMITATIONS OF LIABILITY.

- 15. ANTICORRUPTION LAWS:** The Parties declare that all trade negotiations that led to this Contract were executed within normal, ethical, and legal business practices and that no Party to this agreement received any unethical and/or illegal personal advantage.

In the event that either Party becomes aware of an illegal or unethical personal advantage related to this Contract, even after the Contract's termination, it shall communicate it to the other Party immediately as a way of enabling appropriate investigations.

Buyer represents and warrants that (i) it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official,

a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person(s) to use their influence to assist Seller in obtaining or retaining business or to benefit Seller or any other person in any way, and (ii) is in compliance and will not otherwise breach any applicable anti-bribery legislation, including but not limited to the Foreign Corrupt Practices Act of the United States, the UK Bribery Act and the Prevention of Corruption Act of India, each as amended from time to time, (iii) it is not involved in any legal proceeding related to corruption acts, (iv) it is not involved and will not engage in any practice of money laundering, terrorism and/or human rights abuses. Any breach of this obligation shall constitute a material breach of the Contract. Any breach of this section shall be grounds for immediate termination of this Contract or, at the Seller's sole discretion, the suspension of the Contract. Buyer shall protect, indemnify and hold harmless Seller and its affiliates from any claim, damages, liabilities, costs, fees and expenses incurred by Seller or its affiliates as a result of Buyer's breach.

16. APPLICABLE LAW AND JURISDICTION: These Terms and Conditions and the related sales documents shall be governed by and construed under the laws of Mexico. Seller and Buyer irrevocably submit to the exclusive jurisdiction of the competent courts of the place where Seller is located to settle any disputes or claims arising out of or in connection with the Terms and Conditions, whether on the basis of breach of sales documents, tort or other.

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