

### Terms and Conditions of Purchase Order

Terms and Conditions of the purchase order, which are signed by Select Tool de México S. de R.L. de C.V .. and on the other hand the supplier of goods and / or services.

1. **PURPOSE:** The provider will provide Select Tool de México with the goods and / or provision of services requested by the latter, which are defined in the purchase order.
2. **METHOD OF PAYMENT AND TAXES:** The supplier agrees that Select Tool de México will make the payment of this purchase order under the established conditions. Likewise, the supplier must include in the invoice the corresponding purchase order number to process the payment. Any kind of federal, state or municipal taxes or duties that are caused by reason of this purchase order will be the sole responsibility of the supplier. The parties agree that Select Tool de México will be empowered to make the withholdings of applicable taxes in accordance with the applicable legislation and international treaties.
3. **PLACE, DELIVERY AND EXPENSES THAT THIS ORIGINS:** The supplier undertakes to deliver the goods and / or services referred to in this purchase order precisely in the manner, date and place established. If the delivery will be made at the facilities of Select Tool de México, it will be made within business hours, in full compliance with the administrative, confidentiality, hours, access to facilities and security regulations that Select Tool de México has established or that established during the validity of this purchase order.
4. **QUALITY AND SPECIFICATIONS:** The supplier undertakes to fulfill and deliver the goods and / or services according to the quality and specifications established in the purchase order.
5. **GUARANTEES:** The supplier guarantees that the goods are free from defects in material, workmanship, operation and complies with all the specifications mentioned in the purchase order. In the case of service, the supplier declares that he has the technical capacity and sufficient expertise to perform the services according to the specifications and with the quality established in the purchase order. In the event that the supplier does not comply with the specifications or the quality offered in the purchase order, the supplier undertakes to reimburse Select Tool de México for all payments made for the services.
6. **RESPONSIBILITY OF THE SUPPLIER:** The supplier will be responsible for ensuring that its goods and / or services comply with the laws, regulations, official Mexican standards and other applicable normative provisions so that said services and / or goods comply with all requirements for their due use by Select Tool de México. In no case will Select Tool de México be responsible for the damages or losses that this breach causes. In any case, it will be the supplier's responsibility to remove Select Tool de México in peace and safe from any conflict, controversy, complaint, claim or other procedures of any nature arising from the goods and / or services it provides. In the event of non-compliance with quality and specifications in the goods and / or services, the supplier shall be liable for the damages and losses caused to Select Tool de México, leaving it to the latter to carry out the actions it deems appropriate, as well as to receive from the supplier the price refund, being empowered by Select Tool de México to deduct from the payments pending to be made to the supplier the amounts that would have been generated and / or the refund of the amounts that Select Tool de México would have disbursed.
7. **LABOR RESPONSIBILITY:** There will be no labor relationship between the supplier and Select Tool de México and the personnel that each of the parties could employ to adequately comply

with this purchase order, for which each of the parties will be responsible for comply with the labor obligations established in the federal labor law and other applicable laws.

8. **CANCELLATION OF THIS PURCHASE ORDER:** Select Tool de México is empowered to terminate this purchase order in advance by simply giving written notice of such termination to the supplier or to terminate this purchase order in the event of any default by the supplier, without need for prior judicial declaration and without any responsibility on your part and to demand reimbursement of the price paid, in the following cases: a. If the goods are not delivered precisely on the date, place, form and other conditions established in this purchase order, in which case the supplier will be responsible for the damages and prejudices that are caused to Select Tool de México for its non-compliance b. In case it does not comply with the specifications and quality requirements established and requested by Select Tool de México. c. For not respecting the policies and administrative regulations of confidentiality of access to the facilities and security of Select Tool de México and those established by Select Tool de México from time to time. d. In the event that the services are not provided diligently and in compliance with the requirements and standards offered by the provider.
9. **INTELLECTUAL PROPERTY:** The supplier acknowledges and accepts that it does not acquire any right in relation to the trademarks, patents, trade names and / or other intellectual property rights on the occasion of this purchase order.
10. **CONFIDENTIALITY:** The supplier agrees not to provide or disclose any type of information, publication or interview related to this purchase order to any media or third party. In the event of non-compliance by the supplier, the supplier shall be liable to the corresponding sanctions in accordance with the applicable legislation.
11. **JURISDICTION:** For everything related to the interpretation and compliance with this purchase order, the parties expressly submit to the laws and jurisdiction of the courts of the city of Santiago de Querétaro, Querétaro, renouncing any other jurisdiction that may It could correspond due to your present or future address or for any other reason. By signing the supplier, acknowledging receipt electronically or by delivering the good and / or providing services covered in this purchase order, the supplier accepts the terms and conditions of this purchase order and is obliged to strictly comply with the present instrument.