



General Terms and Conditions of Sales

Emission: August 2020

1. Generalities

These Terms and Conditions of Sale (the "Conditions") regulate the offer, sale and delivery of all products (hereinafter the "Products"), provided by Polimeros y Derivados, S.A. de C.V., Polimeros y Derivados International, S.A. of C.V. and / or any subsidiary or associated company, that is part of the group (the "Supplier") to any client (the "Client") and apply to all transactions between the Supplier and the Client (collectively the "Parties").

The Client accepts that these Conditions are applicable to all transactions between the Supplier and the Client.

The Supplier explicitly rejects the applicability of any of the general terms and conditions presented by the Client. These Conditions void any prior understanding, either verbal or written by the Parties regarding the purchase, sale and delivery of the Products, and will prevail over any other terms and conditions that may be included in a purchase order and any other term and condition presented by the Client.

The fact that the Supplier does not reject the Client's terms and conditions, in no way shall be construed as acceptance of them. If these Conditions are different from the Client's terms and conditions, these Conditions shall constitute a counteroffer and not the acceptance of said terms and conditions presented by the Client. Any communication from the Client that confirms an agreement for the delivery of Products by the Supplier, as well as the acceptance by the Client of any delivery of Products by the Supplier, shall constitute a total and unreserved acceptance of these Conditions.

The Conditions applicable to the Parties with respect to a certain transaction must be the most recent version of the Conditions published on the Supplier's website (<http://www.polimeros.com/sale-terms-and-conditions.html>). The Supplier reserves the right to modify the Conditions at any time and the Client must be bound by the latest version of the Conditions. The modified Conditions will become effective on the date they are posted on the Website.

2. Quotations and Confirmations.

The quotations presented by the Supplier to the Client only constitute an invitation to the Client to place a purchase order. All quotations issued by the Supplier may be revoked and modified without prior notice, so they will not be binding for the Supplier.

The Supplier will only be bound by the purchase order once it accepts and confirms it in writing (the "Firm Purchase Order"). The Supplier shall have the right to reject an unconfirmed purchase order without it being necessary to express the reasons for the rejection. The verbal or written agreements and the changes in the orders that have been placed also will require the written confirmation of the Supplier to be valid. The Firm Purchase Order may contain a difference of no more than 10% in quantity of what is ordered by the Client, obligating the Client to accept and receive the Products within that range.

The Client undertakes to provide opportunely the necessary and correct information so that the Supplier can comply with the Firm Purchase Order as agreed, being the Client responsible for any error or delay in the delivery of the required information.

The Supplier has the right to change the type of material and change the design of the Products that will be delivered when said product or products comply with the standards and characteristics required by the Client and that were agreed in the Firm Purchase Order, as well as if it complies with the procedures defined in the Supplier's Quality Management System. In that case, the Client may not demand that the Products already delivered or ordered be replaced.

3. Prices and Payment Terms.

The prices of the Supplier's Products will be established in the Firm Purchase Order. The prices do not include the local Value Added Tax (VAT) nor any other applicable tax, duty, or charge of any jurisdiction (the "Taxes"). The amount of the Taxes generated in connection with the sale of the Products will be borne by the Client and will be added to each invoice. The Supplier may modify the price of the Products at any time, unless it has expressly agreed and indicated in the Firm Purchase Order that said prices are not modifiable.



The Client must pay the purchase price once he receives the Products, without any type of discount, unless the Supplier has indicated it in the Firm Purchase Order. The payment date established in the Supplier's invoice is mandatory for the Client. If the Client fails to comply with the payment terms of the Products that he has already received, the Supplier has the right to rescind, without any responsibility and without need for notification, the part of the Firm Purchase Order that has not yet been executed, and cancel any other unfulfilled Firm Purchase Order. The Client shall indemnify the Supplier for the damages, losses, expenses and costs caused to the Supplier by said breach.

If the Client fails to comply with the terms or conditions of payment or cannot make payment of any Firm Purchase Order, all outstanding balances will become due and the Supplier may claim them, the Client must pay them immediately

4. Delivery, Inspection and Defects in the Products.

Unless otherwise stated in the Firm Purchase Order, the cost and risk of transportation to the place of delivery indicated by the Client shall be borne by the Client (cost, insurance and freight to the place of destination agreed in the Firm Purchase Order), unless otherwise agreed with the Supplier. The schedules or dates of delivery by the Supplier will always be estimated and in no way be binding. The Supplier may partially deliver the Products and the Client must receive them in this way. The delay in the delivery of the Products will not release the Client from its obligation to accept the Products in question and it will not be justification to cancel the Firm Purchase Order, nor will it give rise to the payment of fines, damages or other costs in favor of the Client.

The Client is obliged to accept the Products and to pay the amount established in the Firm Purchase Order. If for reasons attributable to the Client, there is a delay in the delivery of the Products, the Supplier will invoice the Client directly for storage and handling costs.

The Client must inspect the Products immediately once they are received and confirm if they agree with the quality of the Products that were delivered in accordance with the specifications agreed in the Firm Purchase Order. If there are complaints about the Products, the Client must send a written notification within 5 (five) calendar days after the Client received the Products, in case of defects, faults or deficiencies that are evident from an inspection at the time of delivery.

The Supplier's sole responsibility shall be to replace the quantity of the Products that are found to have a manufacturing defect. In view of this, the Client must send the notification referred to in the previous paragraph, so that the Supplier can indicate the Client how to proceed in each case (return, refund, replacement, etc.).

The Supplier shall not be liable for any personal injury, loss or damage whether direct or consequential, resulting from the use of the Products.

Before using the Products, the Client shall determine whether the Products are suitable for the intended use, and therefore the Client assumes all responsibility and risk in connection with such use.

All Products are manufactured within a tolerance range. Because industrial practices vary, the Supplier does not extend any express or implied warranty in relation to its use. If any of the Products will result in manufacturing defects, marking or shipping error, the defective material, as the case may be, will be replaced by the correct material by the Supplier.

The Client will be deemed to have accepted each and every one of the delivered Products if no complaint is submitted within the period mentioned in this section and therefore, the Client waives any claim derived from them.

5. Cancellation.

The lack of acceptance or rejection by the Client, or the cancellation of the Firm Purchase Order, will result in the Supplier being able to recover from the Client the total price of those Products in accordance with the Firm Purchase Order, as well as all damages, in addition to any other damage that that action may cause.

6. Guarantees and Responsibility of the Supplier.

The Supplier guarantees that on the date of delivery, the Products will comply with the specifications agreed in the corresponding Firm Purchase Order. If the Products do not comply with this warranty, the Supplier may, at his discretion, repair or replace the Products without charge to the Client. Said warranty shall only be limited to the repair or replacement of said Product, excluding any other remedy, service or compensation for the Client.

The obligation on the part of the Supplier to replace or repair shall depend on the Client's timely and written notification to the Supplier of any breach of the Products and that there has been no abnormal or improper use of the Products, deterioration or damage thereof, caused by improper storage, vandalism, commission of an illicit or any accident.

The slight or unavoidable differences that may exist in any Product, for example, in quality, color, width, weight, among others, will not give any right to the Client to make claims. Cases of defects in the Products shall be governed in accordance with the provisions of the fourth paragraph of point 4 of these Conditions.



The Supplier's liability for claims arising out of the Products and their use, or in relation to them, shall be limited to damages of the supplied Product

The Supplier's liability for claims arising out of or in connection with the Products, shall be limited to the directly verifiable and chargeable damages attributable to the Supplier, suffered by the Client and shall under no circumstances exceed the sale value of the corresponding Product supplied to the Client.

Under no circumstance the Supplier shall be liable to the Client, its subsidiaries, subsidiaries, shareholders, directors, agents or any third party, for incidental, indirect, consequential damages or losses, costs or expenses, delay in delivery, failure in production or deterioration of other goods, or for any other cause that arises from the breach of a guarantee, violation of these Conditions, false statements, negligence or any other reason, whether caused or not by the Client.

7. Act of God or Force Majeure.

Neither Party shall be responsible in any way for damages, losses, costs or expenses arising from any breach of an obligation as a result of unforeseeable circumstances or force majeure. In the event of any fortuitous event or force majeure, the affected party must immediately notify the other party in writing of such a circumstance and inform how the breach of any obligation will be affected. In the event that such impossibility remains for more than 30 (thirty) business days, the Parties will meet and by mutual agreement may terminate and without any responsibility immediately the Firm Purchase Order(s), or verify the possibility of continuing adapting to the new circumstances.

8. Confidentiality

Confidential information is understood as all commercial, industrial, technical or any other information, property of the Parties, as well as any other information about its products, improvements and industrial, professional, commercial, technical and development activities, contained in documents, in magnetic or electronic media, optical discs, films, microfilms or other similar means, to which no third party could have access in the ordinary course of operations, and of which the Parties have or had knowledge, as a result of the object of the present Conditions and / or the Firm Purchase Orders.

The Parties undertake not to disclose, distribute, use, disclose, instruct, or publish, in whole or in part, for themselves or for third parties, the confidential information that has been provided to them by the other party.

The Parties shall instruct with full precision their employees, employees, officers or consultants that come to be related to the purpose of the Conditions and / or Firm Purchase Orders, with respect to the confidentiality terms provided, and must obtain the commitment of individual confidentiality from each of them.

9. Intellectual Property.

All intellectual property rights that arise from or relate to the Products will be the exclusive property of the Supplier. The sale of the Products will not imply the transfer of any license protected by intellectual property rights in relation to the Products, and the Client expressly assumes any expense or cost arising from any claim that may arise due to the violation of intellectual property that may arise from the use of the Products, either individually or in conjunction with other materials, and shall be released in peace and safe to the Supplier for this reason.

10. Protection of Personal Data.

Each Party must adopt the necessary measures, mechanisms and procedures for the protection of personal data and / or sensitive personal data of the holders, as well as to watch over and respond for the treatment thereof in terms of what is agreed in these Conditions and in adherence to the Mexican Federal Law on Protection of Personal Data Held by Private Parties.

11. Miscellaneous.

11.1 Independence between the Parties: The Supplier and the Client are totally independent parties, there is no type of representation or association between them, so none of them can be considered commission agent, agent, associate, distributor or representative of the other.

11.2 Compliance with laws: The Client acknowledges that the use of the Products may be subject to certain requirements or limitations under certain laws, regulations, codes, official norms or Official Mexican Standards, so the Client must guarantee the compliance of all the laws and regulations related to the use of the Products and must obtain all the approvals, permits, licenses or authorizations necessary for its use.



11.3 Assignment of rights: None of the Parties may assign in whole or in part the rights and obligations derived from these Conditions or the Confirmed Orders without the prior written consent of the other party, except for any assignment that the Supplier may make to its affiliates, subsidiaries or any company in the group, in which case no approval will be required.

11.4 Severability: If for any reason it is determined that any provision of the Conditions is unenforceable, that provision should be adapted, if possible, instead of being canceled, in order to comply to the fullest extent possible, however, all other provisions of the Conditions will continue to be valid and enforceable.

11.5 Disclaimer: The fact that the Supplier does not, at any time, demand compliance with any provision of the Conditions, shall not be construed as a waiver by the Supplier of its right to act or to demand compliance with that term or condition. No waiver by the Supplier of a breach of the Client's obligations shall constitute a waiver of another prior or subsequent breach.

11.6 Non-exclusivity: Nothing established in the Firm Purchase Orders or in the Conditions shall be construed as an exclusive right by the Client. These Conditions do not limit the Supplier's freedom to supply the Products to any type of client or third party.

11.7 Notifications: Any notification, communication or notice related to the Conditions must be in writing and signed by the authorized persons and addressed to the Supplier's address.

12. Applicable Law and Jurisdiction.

For the interpretation and compliance of the Confirmed Orders and these Conditions, the Parties submit to the jurisdiction and competence of the laws and tribunals of the City of León, State of Guanajuato, Mexico, waiving the jurisdiction that may correspond to them due to their present or future addresses, and in case of doubt, the Spanish web version of this Terms and Conditions shall be the ruling one.