

TRELLEBORG SILAO S. de R.L. de C.V. TERMS AND CONDITIONS OF SALE (THE "SELLER"), AND THE INDIVIDUAL OR LEGAL ENTITY MAKING THE PURCHASE (HEREINAFTER THE "CUSTOMER" AND/OR THE "BUYER") AND COLLECTIVELY REFERRED TO AS THE "PARTIES", ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (T&C).

THESE TERMS AND CONTIDIONS SHALL OVERRIDE ANY ADDITIONAL TERMS, INCLUDING, BUT NOT LIMITED TO, THE TERMS AND CONDITIONS OF CUSTOMER PURCHASE ORDERS, QUALITY MANUALS OR REQUIRED TO ACCESS OR PARTICIPATE IN ONLINE BUYER PORTALS, UNLESS ACCEPTED BY THE VENDOR IN WRITING IN ADVANCE. Acceptance of the purchase order or commencement of performance does not constitute and shall not be construed as acceptance of Customer's Terms and Conditions. Buyer's consent to these T&Cs shall be deemed exercised and valid when (i) Buyer receives Seller's order confirmation and does not raise a written objection within 10 (ten) calendar days after receipt of the order confirmation, or the purchase order is accepted, (ii) when Seller is directed to commence production or ship any material after the order confirmation or acceptance of the purchase order, (iii) acceptance of part or all of the required goods, (iv) when Buyer has made previous purchases subject to these same T&Cs. BUYER AND SELLER AGREE TO THE T&C CONTAINED HEREIN AND ARE ACCEPTED IN GOOD FAITH AS THE APPLICABLE AND FINAL T&C.

1. **ENTIRE AGREEMENT.** Buyer and Seller expressly agree that Seller may modify these T&Cs from time to time, and such modifications shall be binding on Buyer upon written notice, unless otherwise stated in writing.
2. **PURCHASE PRICE.** The purchase price for material shall be stated in the order confirmation and/or applicable purchase order accepted by Seller; the parties agree that Seller may indicate an increase in price, for energy, raw material cost or any other production expense, effective for material scheduled for shipment as of the date indicated in Seller's announcement of such increase or, if no such date is indicated, effective immediately upon such announcement. Buyer agrees that Seller shall at all times have the right to modify all of its quotations. Notwithstanding the foregoing, Seller is obligated to deliver upon issuance of the order or shipping confirmation, and Seller's acceptance of part or all of the material ordered. The parties further agree that Seller's price list may be updated at any time without notice.
3. **LIMITED WARRANTY.** Seller warrants that (1) the Products will be free from defects in workmanship and materials, and will conform to the specifications and drawings, samples, specifically incorporated for a period of two (2) years from the date of delivery. Seller will transfer to Buyer ownership and good title to Products delivered and Services provided, free of all liens, encumbrances, and rights of third parties (except those created by Buyer). THE FOREGOING WARRANTIES ARE THE SOLE SELLER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND THE PARTIES AGREE THAT THESE ARE DISCLAIMED RESPECTIVELY.
4. **LIMITATIONS OF LIABILITY.** SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS AGAINST WHICH THE CLAIM IS MADE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, SHIPPING COSTS, DOWNTIME, LOST PROFITS OR LOST SALES. AT SELLER'S SOLE AND EXCLUSIVE DISCRETION, THE SOLE AND EXCLUSIVE BUYER'S REMEDY, WITH RESPECT TO THE PORTION OF MATERIAL PROVEN NOT TO CONFORM TO THE MATERIAL SPECIFICATION IN SELLER'S ORDER CONFIRMATION, SHALL BE LIMITED TO: (I) REPLACEMENT OF THE MATERIAL ON THE SAME TERMS OF SALE PREVIOUSLY AGREED UPON, (II) REPAIR OF THE MATERIAL AT A DIFFERENT LOCATION DETERMINED BY SELLER, OR (III) REFUND OR CREDIT OF THE SALES PRICE OF SUCH PRODUCTS UNDER THE RETURN AUTHORIZATION. IN THE EVENT SELLER HAS GIVEN BUYER AUTHORIZATION TO DISCARD ALL OR PART OF THE MATERIAL, THE SCRAP SHALL BE CREDITED TO SELLER.
5. **LIMITATION OF LIABILITY FOR DELAYS IN DELIVERY.** Except for the parties otherwise agreed, delivery dates are approximate. In no event shall Seller be liable for any claim for labor or for any

special, indirect, incidental or consequential damages, including but not limited to demurrage charges, shipping costs, downtime, loss of profit or sales, or any other damages resulting from delay in delivery. BUYER'S ACCEPTANCE OF THE GOODS CONSTITUTES A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELAY IN DELIVERY.

6. **TRANSPORTATION CHARGES.** Unless specified in Seller's order confirmation, price quotations do not include shipping costs. Unless otherwise agreed, in writing, delivery prices are calculated by adding transportation costs to the destination and by any taxes paid by Seller. If goods are shipped freight prepaid, the freight charge may be added to the invoice. Buyer may elect to pick up the material, provided Buyer does so within ten (10) calendar days after Seller notifies Buyer of the material availability date, and Buyer notifies Buyer 24 hours prior to picking up the material. Seller reserves the right to deliver and/or charge reasonable storage charges after the ten (10) day period above. In the event such method of transportation is not available as requested, Seller reserves the right to use an alternate method of transportation, whether or not an extra charge applies. In any event, Seller shall notify Buyer of any such changes as soon as practicable.
7. **PROPERTY OF THE GOODS, RISK OF LOSS.** Unless expressed in the order confirmation by the Seller, all deliveries will be with the incoterm EX WORKS (Incoterms©2020). The freight charge as well as the risk of loss or damage of the product will be borne by the Buyer and/or Seller depending on the Incoterm that has been negotiated between both parties. For those products where the price will be established at destination, any charges for changes, handling, storage, demurrage or other additional services shall be borne by Buyer, unless otherwise stated in Seller's order confirmation. Seller shall retain title to the goods delivered until full payment of the agreed price for the material delivered is made available to Seller. With respect to freight collect shipments, it shall be Buyer's responsibility to select and notify the carrier involved and the details of the prepaid freight, or freight collect, or other arrangement, and it shall be Buyer's responsibility to document and follow up any claims with the carrier relating to loss, damage or delay in transit. Buyer shall not have the right to reroute such shipment without Seller's prior authorization, except as otherwise provided in Seller's order confirmation. Buyer agrees that Seller reserves the right to select the method of transportation.
8. **TAXES AND DUTIES.** Prices quoted do not include taxes or other levies. All taxes of any kind levied by any governmental authority, whether federal, state, municipal, foreign or otherwise, which Seller may be required to pay in connection with the production, sale, or other business activities of Seller, Terms and Conditions purchase, delivery, storage, processing, use, consumption or shipment of the material sold shall be the responsibility of Buyer. This shall also apply in the case of export orders, where responsibilities for any duties, as well as the handling of any special import restrictions or other customs forms associated with the importation of the material shall be the responsibility of the Buyer. Buyer agrees to pay all such taxes, and therefore agrees to reimburse Seller for any payments made by Seller in connection therewith. Buyer affirms that it may purchase products from Seller for resale and/or in the event that Buyer is not the end user of the goods, it will be exempt from any applicable sales tax, except as otherwise provided by the tax provisions.
9. **PACKAGING.** Seller shall use all reasonable means to comply with any packing, loading or bracing requirements specified in Buyer's purchase order. Any extra charges due to compliance with such requirements will be charged in accordance with Seller's price list of extras. If no packing, loading or bracing requirements are specified, Seller shall comply with its standard packaging and shipping procedures normally used in each method of transportation of these materials.
10. **CLAIMS BY BUYER.** Claims by Buyer for missing or damaged material must be made in writing. For visual damage to unpackaged goods, missing material, or any deviation that can be identified with the naked eye, no later than sixty (60) calendar days after receipt of the goods, and for all other circumstances including damage to packaged goods, non-visual defects and all nonconformities with respect to specifications ordered, no later than one hundred eighty (180) calendar days after receipt of the goods. All claims must be in writing and must specify the reason or reasons for the claim. FAILURE TO NOTIFY SELLER OF ANY CLAIM DURING THE TIME SPECIFIED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF THE RIGHT TO CLAIM AND SHALL THEREFORE BE IMPROPER AND INVALID. THE SELLER MUST BE GIVEN REASONABLE OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE THE BUYER DISCARDS THE MATERIAL. ANY DAMAGED MATERIAL MUST NOT BE RETURNED, REPAIRED OR DISPOSED OF WITHOUT THE PRIOR PERMISSION OF THE SELLER.

11. **FORCE MAJEURE.** Seller shall not be liable for cancellations or delays in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to acts of force majeure and acts on the part of Buyer; strikes, road or other lockouts, labor disturbances regardless of whether Seller is able to resolve such strikes or disturbances; failure in the equipment; inability to obtain power, material or parts; war; acts of terrorism; riots; transportation delays; equipment repairs; epidemics; floods; fires; unusual severe weather conditions; accidents; or other contingency not planned for at the time the purchase order was placed.
12. **PAYMENT TERMS.** Unless otherwise agreed in writing in the credit document by Seller, payment terms are net 30 (thirty) calendar days from the date of the invoice payable in U.S. dollars (USD) or the equivalent. If Buyer fails to make full or partial payments or refuses to make any extra charges or price increases, Seller shall have the right to: (i) immediately suspend performance and cancel those portions of orders not yet completed, or (ii) continue with the order, given the extension of time for performance, necessitated by the time of suspension. Seller has the right to demand payment of the full purchase price, including any increase or extra charge in price, for products that have already been delivered or are still in process. Seller has the right to hire an attorney to collect the balance due and Buyer agrees to pay all collection costs incurred by Seller, including Seller's attorney's fees. Payment and therefore invoicing shall be made in the currency in which the material was quoted, respecting the amount and currency of the purchase order. Buyer agrees and undertakes to pay the full amount of the invoice in the currency of the legal tender in which the invoice was issued. At the Buyer's request, the Seller may accept payment in a currency other than that of the invoice, in which case the exchange rate shall be that of the date of the invoice in question.
13. **OFFSETS.** Buyer hereby authorizes Seller to credit any funds now or hereafter due from Seller or any of its subsidiaries, affiliates or parent to Buyer for the payment of any funds which may become due to Seller hereunder.
14. **CONFIDENTIALITY.** Any information relating to prices, products, processes, quotations, trade secrets, business relationships, including but not limited to the foregoing (the "Confidential Information"), which is provided to Buyer by Seller is the property of Seller and Buyer agrees to keep confidential during the term of the parties' business relationship and until one year after the termination of the business relationship, and until one year after the termination thereof, and shall only be used by Buyer in connection with the sale and shall not be used for any other purpose or disclosed or disclosed to any third party without Seller's prior written consent. All of the foregoing is subject to the Federal Antitrust Law. Competition Law. Buyer shall be liable for any loss to Seller or commercial benefit to others for unauthorized use of confidential information caused by Buyer's failure to comply with this provision.
15. **GOVERNING LAW.** This agreement shall be governed, interpreted and enforced in accordance with Mexican law by the federal civil code, federal commercial code and its correlatives in force on the subject matter in accordance with the applicable jurisdiction of the state of Guanajuato.
16. **MEDIATION.** Buyer and Seller will attempt, in good faith, to negotiate and resolve any dispute arising out of or relating to the sale. In the event a dispute arises, representatives of Buyer and Seller will meet at least once and attempt, in good faith, to resolve the dispute. For this purpose, Buyer and Seller may request a meeting to be held within fifteen (15) calendar days after written notice from either party, specifying time and place. The meeting shall be attended by representatives of both parties with the power to resolve the dispute. IF BUYER AND SELLER CANNOT MEET WITHIN FIFTEEN (15) CALENDAR DAYS, OR IF BUYER OR SELLER DO NOT RESOLVE THE DISPUTE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE FIRST MEETING, BUYER AND SELLER AGREE TO SUBMIT THE DISPUTE TO MEDIATION IN THE CITY OF MONTERREY, NUEVO LEÓN. BUYER AND SELLER FURTHER AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER PARTY SEEKING ANY OTHER MEANS IN CONNECTION WITH THE DISPUTE. Mediation involves both parties sitting down with an impartial person, the mediator, to attempt to reach a voluntary agreement. Mediation does not involve formal court proceedings or rules of evidence, and the mediator does not have the power to make binding decisions or to force an agreement between the two parties. Buyer and Seller agree that the entire mediation process is confidential. Buyer and Seller shall give written notice of their desire to commence mediation and the mediation session must be held within forty-five (45) calendar days of such notice. Buyer and Seller together shall

summon the agreed upon mediator. If Buyer and Seller are unable to agree on an appointment with the mediator within seven (7) calendar days after notice of the desire for mediation, Buyer and Seller may apply to the arbitration center in the city of Monterrey, Nuevo Leon, to request an appointment with a mediator. The mediation shall be held in Monterrey, Nuevo Leon. The Buyer and the Seller agree that the expenses derived from the mediation shall be divided in equal parts for both parties.

17. **JURISDICTION.** BUYER EXPRESSLY AND IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF GUANAJUATO AND WAIVES THE RIGHT TO ASSERT THAT THE ACTION IN THIS COURT IS INCONVENIENT OR INCOMPETENT OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM. 24. STATUTE OF LIMITATIONS. BUYER AND SELLER AGREE THAT ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SALE SHALL BE DEALT WITH WITHIN ONE (1) YEAR AFTER THE GOODS ARE DELIVERED TO BUYER.
18. **NONWAIVER.** Seller reserves the right to enforce these Terms and Conditions at any time and nothing shall be deemed waived unless such waiver is in writing and signed by an officer authorized by Seller.
19. **SEVERABILITY.** If any provision or portion of these Terms and Conditions is held to be invalid, illegal or unenforceable under applicable law, the parties agree that the applicable provision shall be deemed omitted or modified in accordance with applicable law, provided that the validity, legality and enforceability of the remaining provisions or portion of the provisions shall remain in full force and effect.
20. **AUDIT.** Unless otherwise agreed in writing by Seller, Buyer does not have the right to audit any books or records of Seller, including, but not limited to, applicable purchase orders or order confirmations.
21. **INDEMNIFICATION.** Buyer shall indemnify Seller against any loss, damage, judgment, liability or claim (including costs and attorneys' fees) caused by Buyer's acts not authorized by these Terms and Conditions or by any act of Buyer that is wrongful, negligent, or in bad faith.
22. **ANTI-CORRUPTION LAWS.** Buyer and Seller agree at no time, either during the performance and fulfillment of the Terms and Conditions and/or any business relationship, to offer, promise or give by itself or through an intermediary person, money, valuables or any other gift, to any public servant, their employees or any person under their charge, where such action or omission may constitute a breach of law, such as theft, fraud, bribery or trading in influence and any analogous that may exist respectively.
23. **INTERNATIONAL TRADE SANCTIONS.** THE PARTIES AGREE THAT THE SALE OF PRODUCTS IN COMPLIANCE WITH THE INTERNATIONAL LAWS TO WHICH MEXICO IS A PARTY, INCLUDING THOSE LAWS ON INTERNATIONAL TRADE, THE PARTIES AGREE THAT THEY SHALL COMPLY WITH INTERNATIONAL TRADE IN COMPLIANCE AT ALL TIMES WITH THE APPLICABLE LEGISLATION. BUYER REPRESENTS AND WARRANTS COMPLIANCE AT ALL TIMES WITH APPLICABLE TRADE SANCTIONS LAWS. BUYER SHALL ENSURE THAT: (I) NO GOODS, SERVICES OR TECHNOLOGY (IN ANY FORM, BY SALE, LEASE, RENTAL, PROCESSING OR OTHERWISE) WILL BE PROVIDED IN VIOLATION OF SUCH LAWS, (II) THE GOODS, SERVICES OR TECHNOLOGY ARE NOT DIRECTLY OR INDIRECTLY DESTINED OR POSSIBLY NOT DESTINED FOR A COUNTRY IN WHICH SANCTIONS ARE IMPOSED WITH RESPECT TO SUCH GOODS, (III) NO PERSON OR ENTITY THAT HAS BEEN PLACED ON THE OFFICIAL SANCTIONS LISTS UNDER THE APPLICABLE TRADE SANCTIONS LAWS IS INVOLVED IN OR COULD BENEFIT FROM THE SALE. BUYER FURTHER REPRESENTS AND WARRANTS THAT IT WILL NOT DIVERT THE CARGO TO DESTINATIONS OTHER THAN THE DESTINATION STATED IN THE SALE. ANY DIVERSION TO ANOTHER DESTINATION IS SUBJECT TO SELLER'S PRIOR WRITTEN CONSENT. IF THE BUYER BECOMES AWARE OF ANY POSSIBLE DIVERSION, IT SHALL IMMEDIATELY NOTIFY THE SELLER. THE SELLER MAY TERMINATE THE SALE OR THE BUSINESS RELATIONSHIP, WITHOUT NOTICE AND WITHOUT ANY LIABILITY, IF THE BUYER HAS ACTED IN BREACH OF THE PROVISIONS OF TRADE SANCTIONS OR INTERNATIONAL LAWS, OR HAS BREACHED THE REPRESENTATIONS REFERRED TO ABOVE, WITHOUT PREJUDICE TO ANY CLAIM OF THE SELLER FOR DAMAGES SUFFERED AS A RESULT OF SUCH BREACH FOR WHICH THE

BUYER SHALL HOLD THE SELLER HARMLESS, OR IF THE PERFORMANCE OF THIS CONTRACT VIOLATES OR IS LIKELY TO VIOLATE APPLICABLE TRADE SANCTIONS LAWS.

24. **PERSONAL INFORMATION.** The parties agree that during the business relationship they are obliged to comply with and respect the principles of legality, consent, information, quality, purpose, loyalty, proportionality and any other indicated by the Federal Law on Protection of Data in Possession of Individuals ("LFPDPPP").
25. **ASSIGNMENT OR DELEGATION.** BUYER SHALL NOT ASSIGN OR DELEGATE ANY OR ALL OF ITS DUTIES OR RIGHTS WITHOUT SELLER'S PRIOR CONSENT.
26. **GENERAL PROVISIONS.** Buyer and Seller are independent parties and nothing contained in these Terms and Conditions, or the accepted purchase order or order confirmation, shall make either party the agent, partner, joint venturer, joint obligor, joint obligee, substitute employer or legal representative of the other in terms of the law. The parties agree to hold each other free and harmless from any controversy that may arise between them respectively.
27. **INCORPORATION BY REFERENCE.** Any provision required to be included in any such agreement by any federal, state or local law or administrative rule having the effect of law shall be deemed to be incorporated herein.
28. **INTEGRATION/MODIFICATION.** These Terms and Conditions may be modified only by a writing signed by Seller and Buyer, which writing shall form an integral part of these Terms and Conditions.
29. **PATENTS.** Seller shall indemnify Buyer for attorneys' fees and for any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third party claiming that the delivered material infringes any patent of Mexico, provided that Buyer gives Seller prompt notice of any such claim, gives Seller an opportunity to defend, and cooperates with Seller with respect to such defense, unless the material is made in accordance with materials, design or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
30. **SELLER'S RIGHT OF TERMINATION.** If Buyer is in breach of any governmental rule or regulation, plan, order or other directive, including breach of these Terms and Conditions, Seller shall have the right to terminate any purchase order early in whole or in part, without judicial declaration or liability to Seller, without prejudice to any rights of recovery or those it may have at law or as set forth in these Terms and Conditions of sale.