General Conditions of Sale

I. GENERAL

THE FOLLOWING TERMS AND CONDITIONS SHALL CONSTITUTE THE COMPLETE AND FINAL AGREEMENT FOR ANY CONTRACT RESULTING BETWEEN HUDSON PRODUCTS DE MEXICO. ("HPM") AND BUYER.

NOTICE OF OBJECTION IS HEREBY GIVEN TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CAN ONLY BE MODIFIED BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY. THE LAWS OF THE STATE OF NUEVO LEON SHALL APPLY TO THIS

AGREEMENT EXCEPT FOR THE CHOICE OF LAW PRINCIPLES OF THE STATE OF TEXAS. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (VIENNA SALES CONVENTION) DOES NOT APPLY TO THIS CONTRACT.

II. TERMS OF PAYMENT

Unless otherwise stated, payment shall become due pro rata as shipments are made and all payments will be due within the FORTHY FIVE (45) days after the date of the invoice. If shipment is delayed by Buyer, invoice shall be dated on the date of readiness for shipment for payment purposes. If Hpm' s manufacturing is delayed by Buyer, Buyer shall pay that portion of the purchase price which is equal to the percentage of completion; the balance shall be payable in accordance with the terms as stated.

III. TITLE AND RISK OF LOSS

Title to the Part or component to be supplied hereunder shall pass to Buyer upon full payment or upon delivery to Carriage Paid to Incoterms

2020, whichever occurs last. Notwithstanding the foregoing, risk of loss of or damage to the part or component shall remain with HPM until delivery of the part or component CPT Incoterms 2020, with assistance in loading. If Buyer is unable to take delivery when the part o component is ready for shipment, the part or component will be stored at Buyer's expense and risk of loss shall immediately pass to Buyer immediately. In the event Buyer does not make the delivery arrangements for the order within three (3) business days of the delivery date, then Buyer shall be charged storage fees according to HPM's then-current standard storage fee schedule.

IV. PROPRIETARY INFORMATION

All documents, drawings or writings ("Information") of any kind or in any form provided to Buyer by HPM are and shall remain the property of HPM. Buyer acknowledges that the Information may contain trademarked, copyrighted, or otherwise proprietary and/or confidential concepts, ideas and data, all of which is and shall remain owned solely by HPM. In light of these acknowledgements, Buyer agrees to keep confidential and treat all information as if Buyer itself held a confidential and proprietary interest in the Information; to obtain HPM's written permission prior to any disclosure or distribution of the Information to third parties and/or prior to the incorporation of the Information into any database, network or other computerized system; and to properly identify and attribute HPM's proprietary interest in the Information including all appropriate trademark and/or copyright notices, whenever Information is disclosed or distributed pursuant to this Section. Buyer shall promptly return any Information to HPM upon request and Buyer and its agents shall abide by all nondisclosure terms and other reasonable provisions required by HPM as a condition of visiting any HPM facility. Except to the extent that the Information may be relied upon by Buyer to use and operate the part or component for its intended purpose, nothing in this Agreement shall be construed as an implicit or explicit license by HPM to Buyer to make, use, research and develop, sell, copy, disclose, distribute, or otherwise benefit from the proprietary or confidential nature of the Information. The rights and obligations of this Section shall survive the cancellation, completion or any other termination of this agreement for a period of three years.

V. WARRANTY

HPM warrants the Part or component as manufactured by HPM and delivered hereunder will be free from defects in workmanship and material and shall conform to the agreed upon specifications for the part or component, subject to any of HPM's technical clarifications and exceptions, for a period of 30 DAYS (1) month the buyer will have 30 days for clarification once the buyer received the part or component in their facilities or place that they had been requested. HPM does not warrant or guarantee materials, Part or component manufactured by third parties and HPM shall not be liable for any loss or damage resulting from the failure of such part or component to meet manufacturer's guarantees, either express or implied, nor for any loss or damage resulting from defective

workmanship or design of such materials, part or component. HPM hereby assigns to Buyer to the fullest extent possible all warranties and guarantees on materials and component manufactured by such third parties and supplied to HPM for resale.

Hpm shall, at its expense, only be responsible for the repair or replacement of the defective part or portion of any component, or, at HPM's option, HPM may refund to Buyer the price paid to HPM by Buyer for the defective item(s). HPM shall not be responsible for the removal, delivery, return, or re-installation of any repaired or replaced part or component. For the foregoing remedy to apply, the defect must occur during the warranty period set forth above, use of defective part or component must be promptly discontinued, and Buyer must give HPM written notification within thirty (30) days after Buyer's received the part or component from HPM to FCA incoterms during the period of the warranty above described. HPM shall not be liable for any harm or damage to Buyer as a result of Buyer's delay in notifying HPM of a warranty claim herein. Further, this warranty and remedy shall apply only if Buyer properly unloads, stores, maintains, and installs the part or component, protects the part or component from damaging agents, and operates the part or component in a normal and proper manner and not in excess of any applicable rating limitations or design specifications. HPM makes no warranty whatsoever regarding resistance of materials to corrosion or erosion. In no event shall Buyer back charge any of Buyer's repair costs associated with the part or repairing the part or component from monies owed to HPM unless agreed to in writing by the parties. HPM does not warrant the type of materials selected for the component because such material was selected by Buyer in its specifications for the part or component. Prior to ask for any charge, HPM will have the opportunity and decision of repairing, replacing the part or component with a defect, if the part or component cannot be repaired or replaced HPM will be responsible to be charged just for the value of the part or component. THE EXPRESS WARRANTIES, GUARANTEES AND REMEDIES STATED HEREIN ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR USE AND ANY REMEDIES OF REJECTION, REFUSAL, RETURN OR REVOCATION. THE EXPRESS WARRANTIES, GUARANTEES AND REMEDIES PRECLUDE ANY OTHER CLAIMS OF RELIEF, OR ANY ALLEGED BREACH OF WARRANTY OUTSIDE THE SCOPE OF THE EXPRESS WARRANTIES.

VI. DELAY IN PERFORMANCE

Except for the payment of monies due hereunder or as otherwise set forth, neither party shall be liable for any expense, loss or damage resulting from delay or prevention of performance caused by force majeure events which are beyond the reasonable control of the party affected. In the event HPM is delayed by reason of force majeure, the time for performance and delivery shall be extended by a period of time equal to the period of delay.

VII. TAXES

The prices for the part or component are exclusive of any present or future federal, state, municipal or other sales or use tax or any other present or future excise tax upon the part or component. If HPM is required by applicable law or regulation to pay or collect any tax on the part or component, then such tax and any penalties and interest thereon shall be reimbursed to HPM by Buyer.

VIII. TEST OF PART OR COMPONENT

Any performance tests of part or component shall be made in accordance with procedures to be agreed upon in writing between HPM and Buyer. HPM shall be notified of and may witness any such test. All such tests shall be conducted within the warranty period. Buyer shall obtain HPM's written permission prior to any disclosure to a third party concerning the nature or results of such tests.

IX. CANCELLATION

Buyer may cancel orders entered on HPM's books only after HPM consents thereto and Buyer agrees to pay HPM for all costs incurred by HPM, all costs to cancel orders by HPM for performance, and a reasonable amount for HPM's profit.

X. LIMITATION OF LIABILITY

HPM and its affiliates and their respective subcontractors and vendors of any tier (for this Section, "HPM") shall not be liable for consequential, special, indirect or incidental damages or for any loss of use, profits, revenue, opportunity, capital, financing, product or business opportunity, and

HPM's cumulative liability for all other claims, loss and damages shall be limited in the aggregate to the total purchase amount paid to HPM for the specific part, component or services giving rise to liability. Buyer shall ensure that Hudson's cumulative liability to Buyer and the users of the part, component and services shall not exceed in the aggregate HPM's liability hereunder. This Section applies notwithstanding anything to the contrary in this Agreement or otherwise and regardless of whether liability arises in contract, negligence, statute or otherwise.

XI. FCPA AND INTERNATIONAL TRADE

Buyer agrees to comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of Mexico and of all other applicable anti-bribery and anti-corruption laws of non-MX jurisdictions, including without limitation all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "FCPA"). In furtherance and not in limitation of the foregoing covenants, Buyer represents and covenants that it has not paid and will not, directly or indirectly, pay, offer, give, promise (or authorize such) anything of value to any official or employee or any national, state, or local government of any country, or any agency or instrumentality thereof, to any candidate for public office, to any political party, or any officer or employee thereof in violation of the FCPA or other applicable anti-bribery laws. Buyer acknowledges and agrees that HPM has the right to terminate the Agreement and any other agreement between HPM and Buyer in the event that HPM determines, in its sole discretion exercised in good faith, that Buyer has committed a violation of the FCPA or any other applicable anti-bribery or anti-corruption law or regulations. Buyer shall defend, indemnify and hold HPM harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from any FCPA or other anti-bribery or anti-corruption investigation which may occur as a result of any conduct by Buyer. These FCPA Compliance provisions shall survive any termination, lapse or expiration of the Agreement for a period of twenty-four (24) months. Buyer warrants, guarantees, and represents that any products obtained from HPM shall be used for inventory purposes, unless otherwise notified to HPM in writing. In addition, Buyer warrants, guarantees, and represents that it shall not, directly or indirectly, disclose, export, re-export, or transfer in any manner any goods, software, technology, services and/or technical data in violation of any applicable U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes. Buyer acknowledges and agrees that HPM has the right to terminate the Agreement and any other agreement between HPM and Buyer in the event that HPM determines, in its sole discretion exercised in good faith, that Buyer has committed a violation of any applicable U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes. Buyer shall defend, indemnify and hold HPM harmless from any claims, suits, investigations, penalties, and fines of any kind resulting from any investigation involving an alleged violation of U.S. or applicable foreign laws or regulations governing international trade, export controls, sanctions or embargoes investigation which may occur as a result of any conduct by Buyer. These provisions shall survive any termination, lapse or expiration of the Agreement for a period of five (5) years.

XII. DATA PRIVACY NOTICE

For information regarding HPM's General Conditions sale process, see HPM.COM.MX