

**STANDARD TERMS AND CONDITIONS  
OF SALE (Mexico)**



1. Entire Agreement: These terms and conditions of sale (“**Terms**”) shall apply to all sales of goods, materials and equipment (collectively “**Goods**”) and all performances of maintenance (including remanufacturing), repair, testing or inspection services (“**Services**”) by Allrig, Mexicana, S. de R.L. de C.V. (“**Seller**”) and are binding on the buyer (“**Buyer**”) and the Seller. Any order placed with the Seller shall constitute the acceptance by the Buyer of these Terms, which shall supersede all prior written or oral understandings relating to sales by Seller to Buyer, as well as the Buyer's own general terms and conditions of purchase. These Terms shall form, together with the order, the entire contract between the Seller and the Buyer (“**Agreement**”) for the relevant Goods and/or Services. No amendment, changes or additional terms proposed by Buyer to these Terms shall be valid unless expressly accepted in writing by the Seller. These Terms will not supersede separately negotiated terms of a master agreement. Seller and Buyer may be individually referred to as a “**Party**” or collectively referred to as the “**Parties**”.
  2. Acceptance of Orders. Orders shall become firm and definitive only after written acceptance by the Seller. An order may not be cancelled by the Buyer in whole or in part without the prior agreement in writing of the Seller, including fair and reasonable compensation paid to Seller.
  3. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the Mexico. In the event of a dispute arises out of, in connection with, or in any way relating to this Agreement, such dispute shall be resolved by final and binding arbitration. The arbitration shall be governed by the substantive laws of Mexico and by the Rules of Arbitration of the American Arbitration Association under its then current International Arbitration Rules (the “**ICDR International Rules**”). The seat of the arbitration shall be Houston, Texas and shall be conducted in the English language. The decisions of the arbitrators shall be final and binding, and a final judgment may be rendered on the final arbitral award in any court having personal jurisdiction over Buyer or Seller, as applicable.
  4. Price: Unless otherwise agreed in writing, prices between the Seller and the Buyer are stated Ex Works, facility designated by Seller (as per the then current version of Incoterms), plus any applicable sales, use or value added tax or other taxes under applicable law, charges or duties, as the case may be. Prices set forth in Seller proposals shall be binding and controlling.
  5. Delivery of Goods; Title and Risk of Loss. This paragraph applies to sales of new Goods on a retail or wholesale basis, not supplies of Goods made in the course of performing Services. Unless otherwise agreed in writing, Goods will be delivered Ex Works (as per the then-current version of the Incoterms published by the International Chambers of Commerce). Risk of loss and title will transfer to Buyer upon delivery in accordance with the applicable delivery term. Delivery dates are estimates only. If the Seller is unable to deliver the Goods or to make the Goods available at the Seller's facility on the quoted delivery date, the Seller shall promptly notify the Buyer of the delay.
  6. Performance of Services, Labor Relations: Unless otherwise stated on the Buyer's order, Services will be performed at Seller's own premises. In the case of Services to be performed at Seller's own premises, Buyer shall (unless Seller's expressly agrees otherwise) be responsible for delivering any equipment, machinery or apparatus which are to be the subjects of the Services to such premises at its own cost and by any date or within any timescale agreed with Seller. Following completion of the Services, Seller will deliver the subjects of the Services back to the Buyer in accordance with the version of the Incoterms stated on the Buyer's order or, if not stated, on an Ex Works basis from Seller's own premises. If the Seller is unable to deliver the subjects of the Services at the Seller's facility on the quoted delivery date, the Seller shall promptly notify the Buyer of the delay. The Seller and the Buyer shall then discuss in good faith mutually acceptable revised delivery dates. However, the Seller shall not be liable for any damages, interest, indemnification or penalty for late delivery under any circumstance. Any delivery obligation of Seller set forth in this Section 6 will be automatically extended to the extent and for the duration that Seller is delayed or affected by events of Force Majeure (as defined in Section 18 of this Agreement) or by the acts or omissions of the Buyer. In the case of Services performed at locations other than the Seller's own premises, the Buyer shall ensure that Seller's representatives are given access to such location at the pre agreed times and that Seller's personnel are provided with any required consents or permits. Unless Seller explicitly agrees otherwise, Buyer shall be responsible for arranging, at its own expense, for Seller's personnel to be transported to and from any offshore location (including emergency or medical transportation), and for arranging for Seller's representatives to be provided (free of charge) with any offshore accommodation and subsistence. Buyer shall promptly inform Supplier if the performance of the Services will require Seller to itself provide any personal protective equipment, or tools, that would customarily be provided by the recipient of services such as the Services or the operator or charterer of the platform or vessel on which the Services are to be carried out. In either case, any dates quoted by Seller for completion of the Services are indicative only and not legally binding.
- The Seller and the Buyer shall discuss in good faith mutually acceptable revised delivery dates. However, the Seller shall not be liable for any damages, interest, indemnification or penalty for late delivery under any circumstance. Any delivery obligation of Seller set forth in this Section 5 will be automatically extended to the extent and for the duration that Seller is delayed or affected by events of Force Majeure (as defined in Section 18 of this Agreement) or by the acts or omissions of the Buyer.
- Each party shall at all times act as the employer of its workforce or such resources as it may employ to discharge its duties under this contract. Each party shall be solely responsible for the labor, employment, social security and other obligations under Mexican Labor Laws for their own personnel and employees or any beneficiary of the latter. The Seller hereby acknowledges and accepts that it will act as an independent contractor and that its agents or subcontractors shall have all means to comply with the

obligations deriving from the employment relationship with its workers. Nothing in this contract and no usage or course of dealing among the Parties shall give rise to a labor relation or labor mediation under Section 13 of the Mexican Labor Act and no effects shall bind the Seller and its workers or agents and their beneficiaries with the Buyer. Seller shall not be accountable for the actions of any individual acting under the direction and actual or apparent authority of the Buyer. For the above stated grounds, Buyer accepts any payment requirements deriving from any ruling from the Local or Federal Labor Boards of Conciliation and Arbitration with regards to any labor proceedings filed against the Seller by any workers, subcontracted parties, beneficiaries or plaintiffs affiliated to Buyer. In the event of a claim, complaint or labor contingency under this clause and stemming from actions of the agents, workers, including their beneficiaries or plaintiffs and adverse to the interests of Seller, Buyer shall hold Seller harmless against any claim, action or labor contingency and shall indemnify Seller for any expense related to said labor contingency. Each party shall at all times comply with its statutory obligations deriving from Mexican Labor and Social Security Laws applicable to their personnel, workers, agents, consultants or any other third party. Neither Party shall be liable for the acts and representations made by persons acting under actual or apparent authority of the other Party.

7. **Inspection:** If the Parties have agreed that the Goods or subjects of the Services (as the case may be) are to be inspected by the Buyer at the Seller's premises, the Seller shall give reasonable notice to the Buyer that the Goods or subjects of the Services are ready for inspection. The Buyer is solely responsible for the appointment and shall bear the full cost of any inspector. The Buyer shall inspect the Goods or subjects of the Services (as the case may be) within 15 days of delivery, failing which they shall be deemed accepted and in conformity with the agreed specifications. The Buyer shall notify the Seller in writing of any non-conformity without undue delay. Each claim, if any, shall set forth all relevant available details. The Goods or subjects of the Services (as the case may be) shall then be inspected jointly and the representatives of the Seller shall be permitted to take such samples and make such investigations as the Seller deems necessary. If the Buyer, or its appointed representative, fails to show up for inspection on the date specified in the notice, the Seller shall have the right to place the Goods or subjects of the Services in storage at the cost and risk of the Buyer and to invoice the price of the Goods or Services and storage costs to the Buyer pending release or waiver of inspection. Unless expressly agreed to in writing by Seller, Seller shall have no obligation to provide storage for the Goods or subjects of the Services. If Buyer fails to supply storage in connection with any delivery of Goods or subjects of the Services, Seller shall have the right to discharge and store them. The costs and expenses and the risk of loss related to such storage, including transportation, shall be the responsibility of the Buyer. When Goods or subjects of the Services are stored for any reason, Buyer will be obligated to insure against any loss accordingly. Buyer will also be obligated to pay any ad valorem or other tax liability related to the Goods or subjects of the Services.

8. **Payment:** Unless otherwise agreed by the Parties, payment shall be net thirty (30) calendar days from the date of the invoice and no discount shall apply for early payment. Subject to any applicable mandatory law, any amounts outstanding after (30) calendar days from the date of the invoice shall bear interest, at the rate of one percent (1%) per month, not to exceed any caps under applicable law without prejudice to any other rights and remedies of the Seller, including, without limitation, the right to cancel all or part of the Agreement, to suspend deliveries and to demand immediate payment for all Goods previously delivered or Services performed. Should the interest rate exceed the maximum amount permitted by applicable law, the outstanding amounts will bear interest at an adjusted rate equal to the maximum rate permitted by applicable law. Buyer shall not be entitled for any reason to set off or withhold payment of any amount payable under the Agreement to Seller.

9. **Warranties:**

a. **Warranty for Seller's own products.** This warranty only applies to new Goods manufactured and sold by Seller. Subject to Sub-sections c. and d. below, Seller warrants that, during the Relevant Period, such Goods will be free of defects in design, materials and workmanship and will meet all specifications set forth in the order and/or published by Seller. If any Goods fail to conform to this warranty, as Seller's sole liability and Buyer's exclusive remedy, Seller shall (at its option) repair or replace the non-conforming Goods or refund the purchase price of the non-conforming Goods. In any event, Seller's liability for non-conforming Goods will not exceed the cost of the non-conforming Goods. **"Relevant Period"** means, for each of the different types and class of Goods set out in the first column of the table below, the period of time (if any) specified in the table below.

Type/class of Goods	Circumstances in which Goods are supplied	Relevant Period
jacking gears	If supplied on a retail or wholesale basis	6 months from delivery
	If supplied in the course of performing Services	12 months from completion of the Services
Machines, parts and equipment relative to lift and roll platforms (including hydraulic cylinders, push and pull plates, and rollers)	If supplied on a retail or wholesale basis	90 days from delivery
	If supplied in the course of performing Services	90 days from completion of the Services

Machines, parts and equipment relative to onshore or offshore drilling, including (without limitation) draw works, mud pumps, hook/block combinations, standard hooks, standard traveling blocks, crown blocks, swivels, rotary tables, top drives, skidder units of MLT design, cranes, winches, and blowout preventers	Supplied on a retail or wholesale basis	Not applicable – Seller does not supply such goods on a wholesale or retail basis.
	If supplied in the course of performing Services	12 months from completion of the Services
Other parts, materials and equipment	Supplied on a retail or wholesale basis	12 months from delivery
	If supplied in the course of performing Services	12 months from completion of the Services

fullest extent permitted by law and by the manufacturers, Seller agrees to assign to Buyer any assignable manufacturer's warranty given to Seller by the manufacturer(s) of said parts, materials and/or products but Seller does not guarantee those warranties or in any way represent or warrant that any such manufacturer's warranties are enforceable or effective to remedy any defect in those parts, materials or products. Claims under any manufacturer's warranty shall be made by Buyer in accordance with the manufacturer's requirements. Seller agrees to use reasonable efforts and to cooperate with Buyer in processing any such claims.

- d. Warranty Limitations. EXCEPT AS PROVIDED IN SUBSECTIONS (a) and (b) ABOVE, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND SELLER SHALL HAVE NO OTHER WARRANTY LIABILITY TO BUYER. THIS CLAUSE SHALL BE LIBERALLY CONSTRUED TO APPLY TO ANY CLAIM RELATED TO A DEFECTIVE GOOD OR SERVICE IRRESPECTIVE OF BUYER'S CAUSE OF ACTION OR THEORY OF RECOVERY. FURTHERMORE, SELLER SHALL NOT HAVE ANY LIABILITY OR OBLIGATION UNDER SUBSECTIONS (A) OR (B) ABOVE FOR DEFECTS IN GOODS SUPPLIED, OR IN THE SUBJECTS OF SERVICES PERFORMED, WHICH RESULT FROM, ARE ATTRIBUTABLE TO OR CONSTITUTE ANY OF THE FOLLOWING CAUSES, CIRCUMSTANCES OR FACTORS: FAILURES TO USE, STORE, MAINTAIN, REPAIR, CLEAN, INSTALL, UNINSTALL, COMMISSION OR ASSEMBLE THEM IN ACCORDANCE WITH SELLER'S REASONABLE INSTRUCTIONS OR, IN ABSENCE OF SAME, IN ACCORDANCE WITH GOOD INDUSTRY PRACTICE; WILFUL OR NEGLIGENT DAMAGE BY ANYONE OTHER THAN SELLER OR PERSONS FOR WHOM IT IS LEGALLY RESPONSIBLE; USE FOR PURPOSES OR APPLICATIONS, OR WITHIN OPERATING ENVIRONMENTS, FOR/IN WHICH THEY WOULD NOT CUSTOMARILY BE USED, UNLESS SELLER EXPLICITLY REPRESENTED THAT THEY COULD BE SO USED BEFORE SUPPLYING THE GOODS; REASONABLE WEAR AND TEAR; MODIFICATIONS OR ALTERATIONS MADE BY ANYONE OTHER THAN SELLER OR PERSONS FOR WHOM IT IS LEGALLY RESPONSIBLE; OR SELLER'S COMPLIANCE WITH DESIGNS SUPPLIED BY OR INSTRUCTIONS GIVEN BY BUYER IN RESPECT OF THE GOODS OR SERVICES.

- b. Warranty for Services. Subject to Sub-sections d. and e. below, Seller warrants it will perform all Services with reasonable skill and care, in a good and workmanlike manner and in accordance with the specifications set out in the order. In the event the Services do not conform to the warranty, Seller's sole liability and Buyer's exclusive remedy in any cause of action alleging breach of this warranty or any claim related to a defect in Services provided by Seller is expressly limited to the re-performance of such Services or a refund of the amount paid for the nonconforming Services, at Seller's option. In any event, Seller's liability for non-conforming Services will not exceed the cost of the non-conforming Services. Claims made under this warranty must be notified to Seller prior to the point of acceptance by the Buyer of the Services by signing a project completion order or equivalent, failing which the Seller shall have no liability for them.
- c. Other Manufacturer's Products. Notwithstanding anything contained in these Terms to the contrary, Seller makes no warranties or representations of any kind, whether expressed, implied or statutory, and disclaims any responsibility for any parts, materials, equipment or products sold hereunder which are not manufactured by Seller. To the

- e. Buyer shall notify Seller in writing of any warranty claim without undue delay. If Buyer resells the Goods or is subcontracting for the Services, the Buyer shall cause the substantive terms of Sections 9 and 14 to apply to the resale of Goods or primary contract for Services, without reservation. If the Buyer fails to do so, it shall indemnify the Seller for all expenses, claims or damages in excess of the warranty and damage limitations set out in Sections 9 and 14.

10. Confidentiality and Intellectual Property: The Agreement does not grant any right or license, and no other right or license is to be implied by, or inferred from, any provision of the Agreement or by the conduct of the Parties, with respect to any intellectual property right, including without limitation, drawings, specifications, plans, models, samples, process, trade secret, know-how, patents or design of either Party. Seller shall remain the exclusive owner of all intellectual property rights relating to the Goods or Services, or discovered by Seller as a result of, or incidental to, the performance of the Agreement. Buyer shall keep as strictly confidential and shall not disclose to any third party, nor use for any purpose other than the proper performance of the Agreement, any information of whatever nature regarding the Seller and/or the Goods or Services. Buyer shall defend, indemnify and hold harmless Seller Group (as defined below) against any claims, suits, costs (including legal costs), expenses, actions and liabilities which Seller Group may suffer or incur as a result of any claim, allegation, suit or action that Seller Group's use of any drawings, schematics, technical documents, data, models, plans, blueprints, images, photographs and other forms of intellectual property supplied by or on behalf of the Buyer in connection with any supply of Goods or performance of Services infringes the intellectual property rights of any third party.

11. Assignment: Seller shall have the right to subcontract or assign this Agreement or any work to be furnished hereunder to any subsidiary, affiliate or regularly used subcontractor.

12. Insurance: Each party shall at all times maintain policies of insurance as required by the laws of Mexico and sufficient to cover to any extent the liabilities that may arise under this Agreement, its performance and the Purchase Order, it being understood that said coverage shall comprise exposure to all risks associated with the performance of contract, and such statutory requirement as may apply to performance of the parties and services or any deliverables under this Agreement. All insurance policies be contracted to the entire satisfaction of the Parties. Such insurance policies shall be effective at the time the Agreement becomes effective and shall apply throughout the entire conclusion and satisfactory performance of the contract. Each party shall obtain proof of coverage prior to performance of services or any activity related to the site or place of performance, works or services in one or more insurance policies covering events of civil liability of either party including damages, losses or third party damages to persons and property not associated with Buyer or Seller and arising out of the performance of services all of which shall be effective throughout the performance and conclusion of

the contracted services or deliverables. Both Parties may request proof of insurance from each other prior to the preparation or performance of the contracted services. If for any reason, no indemnity is payable by an insurance carrier, Seller's liability shall not exceed the value of the Agreement or contracted for performance.

13. INDEMNITY: TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 12 COMPLIES WITH THE EXPRESS NEGLIGENCE RULE REQUIRING THE PARTIES TO STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE OF THE OTHER PARTY AND ITS GROUP.

a. Definitions. (1) Buyer and Buyer's parent, subsidiary and affiliates, their subcontractors (except Seller) and each of their respective directors, officers, employees, agents, servants, consultants, invitees, representatives, customers, and subcontractors (or their servants) are, collectively, "Buyer Group". (2) Seller or Seller's parent, subsidiary or affiliates and their subcontractors and their respective directors, officers, employees, agents, servants, consultants, invitees, representatives, and subcontractors (or their servants) are, collectively, "Seller Group". (3) "**REGARDLESS OF FAULT**" SHALL MEAN WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR FAULT OF ANY PERSON OR PARTY, EXPRESSLY INCLUDING THE INDEMNITEE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY, AND EXPRESSLY INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE AND/OR RELEASEE. (4) "**Claims**" shall mean any loss, cost, liability, expense, penalty, proposed fine, tax, demand, claim, cause of action, complaint, citation, damage, settlement, judgment or other adverse action of any kind or character and including all attorneys' fees, court or other administrative costs, and the fees of consultants, accountants and other experts associated with any such action, arising out of, incident to or in any way in connection with this Agreement or the Goods or the Services, and including, without limitation, any claims that may be brought by spouses, heirs, survivors, legal representatives or successors and assigns.

- b. **Buyer Indemnities.** Buyer shall release, defend, and indemnify Seller's Group from and against any and all Claims, **REGARDLESS OF FAULT**, for any (1) damage or casualty to the property of any member of Buyer Group; and (2) injury to or illness or death of any member of Buyer Group.
- c. **Seller Indemnities.** Seller shall release, defend, and indemnify Buyer Group from and against any and all Claims, **REGARDLESS OF FAULT**, for any (1) damage or casualty to the property of any member of Seller Group; and (2) injury to or illness or death of any member of Seller Group.
- d. **Seller's HSE Indemnity.** To the extent permitted by applicable law Subject to Subsection 12(b) above, Seller assumes full responsibility for and agrees to defend and indemnify Buyer Group from and against any and all Claims of every kind and character on account of pollution or contamination, including control and removal thereof, which originates above the surface of the land or water from spills or leaks of fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge, garbage, sewage and other liquids or materials emanating from equipment or substances used by Seller Group in the course of Seller's work for Buyer.
- e. **Buyer's HSE Indemnity.** Except as provided above in Subsection 12(e) and subject to Subsection 12(c), Buyer shall assume full responsibility for and agrees to defend and indemnify Seller Group from and against any and all Claims of every kind and character on account of pollution or contamination, including control and removal thereof, **REGARDLESS OF FAULT**.
- f. **Catastrophic Loss.** Buyer shall release, defend, and indemnify Seller Group from and against any and all Claims arising out of or in connection with the provision of Goods and/or Services under this Agreement in respect to or resulting from (i) damage to any reservoir or productive formation or the loss of oil or gas therefrom; (ii) loss or damage to the wellbore, including the cost of well control and re-drill; (iii) containment and clean-up resulting from the use of Seller's or subcontractor's radioactive tools or any contamination resulting therefrom (including, without limitation, retrieval and/or containment and clean-up); (iv) containment and clean-up resulting from damage to, or escape of any substance from, any pipeline, well or storage facility; or (iv) costs to control and clean-up following a blowout, fire, explosion, cratering or any uncontrolled well condition (including, without limitation, the costs to control a wild well and the removal of all debris), and the loss of oil or gas caused by or resulting from a blowout or explosion, **REGARDLESS OF FAULT**.
14. **Consequential Loss and General Limitation of Liability:** As used in this Agreement, "**Consequential Loss**" shall mean: (i) all loss or deferment of profit, loss of use of equipment, services or materials, loss of contract, loss or deferral of production, loss of product, loss of revenue, business interruption, loss of savings, economic loss, loss of business opportunities or increased cost of working, punitive, special, or exemplary damages, whether any of the foregoing are direct, indirect, or consequential and whether or not foreseeable at the date of an order; (ii) any other indirect or consequential loss under applicable law; (iii) any loss of or damage to reservoir or formation, loss of well bore, loss of control of the well (including all costs and expenses arising out of any action, claim, suit, demand or judgment resulting from or arising out of any of the foregoing; and (iv) overhead costs, howsoever arising, under contract, tort, equity, breach of duty (statutory or otherwise). Notwithstanding any provision to the contrary elsewhere in this Agreement, Buyer shall release, save, protect, defend, indemnify and hold Seller Group harmless from and against any of Buyer Group's Consequential Loss **REGARDLESS OF FAULT**. If Consequential Losses are awarded (directly or indirectly) by an arbitral panel, a judicial body or a government tribunal or agency, to a third party against Seller Group, such Consequential Losses shall not be excluded from any indemnity obligation of Buyer for such judgment or award. Notwithstanding any other provision of this Agreement, Seller's maximum liability arising under or in connection with the Agreement shall in no circumstances exceed one hundred per cent (100%) of the contract price stated in the relevant order. Nothing in these Terms shall limit or exclude Seller's liability for fraud or fraudulent misrepresentation; or any other matter in respect of which it would be unlawful for Seller to exclude or restrict liability.
15. **Invalidity/Validity:** All terms contained herein are severable, and the invalidity of any part hereof shall not affect the validity of any other part.
16. **Taxes and Duties:** Buyer shall be responsible for all taxes (other than taxes based on the income of Seller), duties and assessments levied or imposed by any foreign governmental entity, or by any local, state, or federal governmental entity of the United States on the sale of the Goods or Services, whether in effect on the date of this Agreement or thereafter enacted, increased or levied and irrespective of whether such taxes, duties or assessments are quoted on Seller's quotation or invoice. If Seller is required to pay any such tax, duty or assessment, Buyer agrees to promptly reimburse Seller for said amount.
17. **Export:** As a condition of the sale of Goods, Buyer must obtain the necessary and applicable export licenses or import permits. Buyer warrants that it will comply with and will ensure that Buyer's personnel comply with United States anti-boycott, export control, economic sanctions, customs, and shipping laws and regulations, and similar laws and regulations of non-U.S. jurisdictions that are applicable to Goods and Services provided under this Agreement. Buyer will indemnify Seller for all claims pertaining to the violation of import or export laws or all other applicable laws. Seller shall not be obligated to provide any import/export certification or other documentation, nor agree to any contract provision or otherwise act in any matter which may cause Seller, in Seller's sole judgment, to be in violation of any U.S. federal, state or local laws or the laws of any country or other jurisdiction.

18. **Force Majeure:** For purposes of this Agreement, “**Force Majeure**” shall mean acts of God, acts, orders, decrees, instructions or other requirements of governmental entities or instrumentalities, insurrections, mobilizations, riots, acts of terrorism, vandalism, sabotage, strikes, lock-outs or other labor disturbances (it being expressly agreed that Buyer shall have no right to compel Seller to settle any such strike or other dispute on terms unsatisfactory to Seller in Seller’s sole and absolute discretion), epidemic, pandemic, government restrictions imposed locally or nationally because of a pandemic, quarantines, floods, storms, hurricanes or other names storms, tornadoes, droughts or other adverse weather conditions, fires, explosions, embargoes, or by other cause not reasonably within the control of either Party. If either Party is hindered or prevented from performing its obligations under this Agreement as a result of any Force Majeure, the time for the Party’s performance hereunder shall be extended for a period equal to the duration of such Force Majeure. If the Force Majeure extends more than thirty (30) days, Seller shall be entitled to terminate the Agreement without liability to Buyer.

19. **Compliance with Law:** In performance of Buyer’s obligations under this Agreement and every activity connected therewith, Buyer shall, and shall cause Buyer Group to comply in all material respects with all applicable federal, state, and local laws, rules, regulations, ordinances, and statutes, including but not limited to any and all health, safety, and environmental (“**HSE**”) laws, rules, regulations, ordinances, and statutes, and when requested shall furnish evidence satisfactory to Seller of such compliance. Additionally, in connection with the performance of this Agreement and any order, Buyer Group shall fully comply with all applicable HSE and other rules, directives, procedures and the highest industry and HSE standards. Furthermore, Buyer agrees to obtain any and all visas, permits, licenses, and approvals required by any applicable federal, state, and local laws, rules, regulations, ordinances, and statutes in relation to its performance and obligations under this Agreement.

20. **Compliance.** The Parties acknowledge that they understand the contents and extent of enforcement of the 1977 US Foreign Corrupt Practices Act (“**FCPA**”) as amended from time to time, the UK Bribery Act 2010, the Mexican General Antibribery System Act, The General Antibribery in Public Procurement Act and any other statutory guidance under the Laws of the United Mexican States. Both Parties warrant that they have not undertaken and will not engage nor allow their agents or employees to engage in actions that are in violation of the FCPA, UKBA or the laws of Mexico or other applicable law. The Parties warrant and declare to each other, that in relation to the performance of this Agreement: (i) they have not offered or given, and will not offer or give, directly or indirectly, any bribe or other improper benefit or advantage, financial or otherwise, to any individual or organization for the purpose of influencing or rewarding the improper performance of any function or activity by such individual or organization or, without limitation to the foregoing, otherwise have not bribed and will not bribe another person in connection with the performance or proposed performance of any function or

activity; or (ii) they have not demanded or accepted, and will not demand or accept, directly or indirectly, any bribe or other improper benefit or advantage, financial or otherwise, for themselves or any individual or organization intending as a consequence to perform or procure the performance improperly of any function or activity or, without limitation to the foregoing, otherwise have not been and will not be bribed in connection with the performance or proposed performance of any function or activity, (iii) they have not engaged and will not engage in any offer or promise of payment, gift or thing of value, directly or indirectly through one or more intermediaries or in any way offer (a) to any governmental officer or employee of government or state agency or subdivision thereof, with the purpose of exerting undue influence on the same or (b) to any political party or official candidate for public office or political appointment with the purpose of exerting undue influence over any governmental action and obtain a benefit from said influence, in both settings, (a) and (b) and influence third parties, agents or subdivisions of State in order to obtain or retain businesses with an agency, division or business entity pertaining to the Public administration.

21. **Miscellaneous.** Seller (i) shall have a right of termination at any time for any cause, with prior written notice to Buyer. In such event, Seller shall have a right to recover from Buyer all sums payable for services rendered or delivered in the course of performance of contract preceding the termination notice in addition to reasonable expenses associated to contractual performance of services or deliverables; (ii) all notices shall be in writing and shall be binding and effective upon receipt through courier service, prepaid postage, and directed to recipients address as indicated by Buyer or if sent via facsimile, to the number provided by Buyer. The Parties shall have a right to change their addresses or facsimile numbers through prior notice in accordance with these terms; (iii) no benefit or waiver shall be deemed to occur or be construed against a Party absent written notice expressly referencing such terms and signed by an authorized representative of the Party against whom enforcement is sought. A waiver in or more cases shall not be construed as a permanent waiver unless unambiguously referenced in writing and (iv) Any failure by the Seller to enforce any provision of these Terms shall not be deemed to be a waiver of such provision. If any provision of these Terms or any Agreement is found to be void, invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not impair or affect the remaining provisions of these Terms or any Agreement or the validity or enforceability of such provision and the Agreement shall be construed as if such provision had at no time been part of the Agreement.