

ORIGINAL PURCHASE ORDER

P/O No. B06103

REV

Purchaser

Address for invoice and delivery

Hitachi Astemo Mexico, S.A. de C.V.

Av. Manufacturas 501, Ampliacion Parque Industrial Queretaro 3a Fase, Santa Rosa Jauregui, C.P. 76220, Queretaro, Mexico

RFC : HAS120702332

Contact person name : Adilene Pacheco

Email adilene.pacheco.hu@hitachiaSTEMO.com

Telephone Tel : +52-442-500-2100 /

Supplier

CODE : 500200

ECODELI Comercial SA de CV

GUANAJUATO, MEXICO, CP 37490

Contact person name : MAGALY GARCIA

Email paola.ventastoluca@ecodeli.com

Telephone 7224913491 /

No.	Ref. No.	Item No. / Description	Supplier Model	Qty	Unit Price	Amount
1	0503940	ZZ/01PR0409-NUL-000-00000 MECHUDO AFELAPDO DE 350 GRS(ZZ)	MECH350	450.00	30.36000	13,662.00
2	0503941	ZZ/01PR0411-NUL-000-00000 JALADOR DE 50 CM INDUSTRIAL(ZZ)	JAL50	72.00	71.00000	5,112.00
3	0503942	ZZ/01PR0412-NUL-000-00000 RECOGEDOR DE LAMINA(ZZ)	RECLA	75.00	25.00000	1,875.00
4	0503943	ZZ/01PR0413-NUL-000-00000 ESCOBA TIPO CEPILLO MAXI(ZZ)	ESCCEP	300.00	35.00000	10,500.00
5	0503944	ZZ/05RH0373-NUL-000-00000 SHAMPOO P/ MANOS DURAZNO 30 LT	-	120.00	260.00000	31,200.00
6	0503945	ZZ/05RH0386-NUL-000-00000 NOBAC HP CLORO AL 12 PORCIENTO	-	30.00	335.45000	10,063.50
7	0503946	ZZ/05RH0389-NUL-000-00000 NOBAC CITRUS DESINFECTANTE(ZZ)	-	21.00	144.00000	3,024.00
8	0503947	ZZ/05RH0390-NUL-000-00000 TRESSOL STRIP QUITA COCHAMBRE	-	25.00	132.00000	3,300.00
9	0503948	ZZ/05RH0390-NUL-000-00000 TRESSOL STRIP QUITA COCHAMBRE	-	70.00	132.00000	9,240.00
SUBTOTAL						87,976.50
IVA						14,076.24
(MXN) TOTAL						102,052.74

Plant : Queretaro
 Date of Delivery : 31/07/2024
 Purchase Order Date : 09/07/2024
 Payment Conditions : Due Net 60 Days
 Incoterms : DAP(Delivered At Place (DDU))
 Issue by : Adilene Pacheco

REMARKS

Name Sign _____

Name Sign _____

Hitachi Astemo Mexico, S.A. de C.V.
Terms & Conditions

1. ACCEPTANCE: Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination (b) to route shipments in accordance with Buyer's instructions (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon as well as NAFTA or any other custom requirement whereas it apply (e) to properly mark each package with a label/tag according to Buyer's instructions (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's and broker's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: to accept payment by electronic funds transfer. Payment shall be made based on negotiated payment terms following Seller's shipment date of goods or date of services.

COMPANY NAME AND COMPLETE ADDRESS:

NAME: Hitachi Astemo Mexico, S.A. de C.V.

ADDRESS: CALLE MANUFACTURAS 501 PARQUE INDUSTRIAL QUERETARO SANTA ROSA JAUREGUI QUERETARO

QUERETARO 76220

RFC: HAS120702332

3. DELIVERY SCHEDULES AND PREMIUM SHIPMENTS: Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules.

Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases. Buyer shall provide a 4 week rolling period of firm orders. If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer due to a risk of significant damages to the Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense from origin to destination to meet buyer's planned dates. Buyer and seller shall work with all best efforts to minimize this expense.

4. CHANGES: Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such reasonable form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

5. SUPPLIER QUALITY AND DEVELOPMENT INSPECTION: Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, including those applicable to Seller as set forth in Quality System Requirements, TS-16949 and Guidance of Quality Management System for Supplier (Document Number: 01A-08-01). In addition, Buyer shall have the right to enter Seller's facility at reasonable times with at least 48 hours notice to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods, and in case of QICR (Quality Information Countermeasure Report) issued by Quality Department will be charged \$100 USD.

6. NONCONFORMING GOODS: Buyer will notify to Seller for nonconforming goods and can charge for quality report issue, Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. Nonconforming goods will be held by Buyer in accordance with Seller's instructions for 1 week to allow for Seller to review the non-conformance and disposition the parts. Seller's failure to review the nonconforming goods within 1 week shall entitle Buyer to return the goods without liability to Seller. Goods returned by Buyer will be charged back to Seller at the total price of the part plus logistics costs incurred by Hitachi Automotive Systems Mexico, S.A. de C.V. as import cost plus the plus the cost of the part on the conditions at the time of issuance of the report, if the percentage indicate as follow is exceed After 4 months of mass production if in a lot the rejection rate is higher than 2%, the complete lot will be rejected to COMPANY NAME (This percentage will apply just for porosity and leaks). Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

7. FORCE MAJEURE: Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 60 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). Furthermore, seller is committed to have in place a contingency plan. If requested by Buyer, Seller shall, within 7 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

8. WARRANTY: Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. The warranty period shall be that provided by applicable law, except that if Buyer's customer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

9. INGREDIENTS DISCLOSURE SPECIAL WARNINGS AND INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods (b) the amount of all ingredients and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer. Which should include law regulations and if apply ISO14001.

10. INSOLVENCY: Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller (b) filing of a voluntary petition in bankruptcy by Seller (c) filing of any involuntary petition in bankruptcy against Seller (d) appointment of a receiver or trustee for Seller or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event.

11. TERMINATION FOR BREACH OR NONPERFORMANCE SALE OF ASSETS OR CHANGE IN CONTROL: Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties (b) fails to perform services or deliver goods as specified by Buyer (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

12. TERMINATION FOR CONVENIENCE: In addition to any other rights of Buyer or Seller to terminate this contract, Buyer or Seller may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving 3 months written notice to the other party. In the case of immediate termination due to cancellation of the part, upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of 6 weeks of material nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

13. INTELLECTUAL PROPERTY: Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered 'works made for hire' to the extent that the works do not qualify as 'works made for hire,' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

14. TECHNICAL INFORMATION DISCLOSED TO BUYER: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

15. INDEMNIFICATION: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

16. INSURANCE: Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

17. SELLER'S PROPERTY: Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Seller's Property') necessary for the production of the goods. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value.

18. BUYER'S PROPERTY: All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract shall be deemed to be personally shall be conspicuously marked by Seller as the property of Buyer shall not be commingled with the property of Seller or with that of a third person and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property with 48 hours written notice and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

19. SERVICE AND REPLACEMENT PARTS: As long as Seller is supplier for 100% of the requirements, Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. As long as the Seller is the supplier for 100% of the requirements through the end of production for current model purchases, During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases with minimum orders of 2,500 pieces. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties.

20. REMEDIES: The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods relating ONLY to pass through characteristics, including, but not limited to, reasonable costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods related to pass through characteristics.

21. CUSTOMS EXPORT CONTROLS: Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

22. NO ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

23. COMPLIANCE WITH LAWS FORCED LABOR: Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

24. NO IMPLIED WAIVER AND NON-ASSIGNMENT: The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision. Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent.

25. RELATIONSHIP OF PARTIES: Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

26. GOVERNING LAW JURISDICTION: This contract is to be construed according to the laws of Mexico D.F., Mexico.

27. SEVERABILITY: If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

28. ENTIRE AGREEMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer and acknowledged in writing by Seller.

29. TOOLING COST REIMBURSEMENT: Buyer shall reimburse Seller the amount specified in this contract.

30. RIGHT TO AUDIT: Seller grants to Buyer access to all pertinent information, including, but not limited to, books, records, payroll data, receipts, correspondence and other documents for the purpose of auditing Seller's charges under this terms & conditions. Seller will preserve these documents for a period of one (1) year after the final payment under this terms & conditions. In addition, all work, materials, inventories and other items provided under this terms & conditions must be accessible to Buyer, including, but not limited to, parts, tools, fixtures, gages and models. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate the audit.

31. LONG TERM AGREEMENT: Seller shall assure that the goods remain competitive in terms of price, technology, design and quality with similar goods available to Buyer. If, in the reasonable opinion of Buyer, the goods do not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which another product is more competitive with respect to price, technology, design or quality. If, within 30 days, Seller does not agree to immediately sell the goods at a competitive price, or, if applicable, with comparable technology, design or quality, Buyer may terminate this contract and purchase from another supplier without liability to Seller. In consideration for this, during the term of this contract, Buyer will not exercise its rights under Paragraph 13 (Termination for Convenience) except for terminations due to program cancellations or modifications.

32. COST REDUCTION INITIATIVES: Buyer and Seller will use their best efforts to implement cost savings and productivity improvements to reduce Seller's costs, with the understanding that the savings (after financing) will be shared as follows: (i) Savings resulting from ideas generated solely by Buyer (including savings resulting from the reduction in the content of the goods) shall be for the sole benefit of Buyer and (ii) savings resulting from ideas generated from Seller shall be shared in accordance with Buyer's policy in effect at the time the suggestion is presented to Buyer.