

1. General Provisions.

1.1. These General Conditions of Sale ("GCS") shall govern all agreements, contracts and/or understandings, as well as credit application forms, and purchase orders ("Agreement" or "Agreements") between SELLER ("SELLER") and you ("BUYER").

If the terms of these T&Cs conflict with any other terms, agreements, contracts or understandings entered into between the parties, the terms contained in these T&Cs shall govern, unless otherwise agreed in writing between the parties. No provision or term of the United Nations Convention on Contracts for the International Sale of Goods shall apply.

1.2. The BUYER declares under oath that it has the necessary powers to enter into these GCS.

1.3. In the event that a party wishes other terms to apply, an express agreement in writing, signed by the legal representative or by a person legally authorized to do so, shall be required on the part of both the BUYER and the SELLER.

1.4. The BUYER acknowledges that the GCS have been made available to it by the SELLER prior to the execution of the Agreements and that it had the opportunity to take legal advice and fully understands and accepts the obligations to which it is subject herein, which shall be deemed automatically and validly incorporated into any Agreement and shall form part thereof without the need to include them in writing.

2. Orders.

2.1. The BUYER may place orders by electronic data interchange, by e-mail or through the SELLER's sales representative, following any sales procedure established by the SELLER.

"Product(s)", as used in these GCS, refers to any item or physical good or service that the SELLER offers and/or provides to the BUYER, and which is covered by any Agreement.

2.2. For an Agreement to be binding, it must be expressly accepted by the SELLER through the order confirmation sent to the email address designated by the BUYER or by the means of communication chosen by the SELLER, and the Agreement shall bind both parties upon confirmation by the SELLER.

The receipt of the Products by the BUYER shall also constitute acceptance of the order. In the event of a transaction arising from an Agreement, it shall be understood that the BUYER approves and accepts these GCS, and therefore, any terms contained in the BUYER's purchase order or any other document sent by the BUYER as part of an order request are immediately rejected.

2.3. The SELLER reserves the right to not accept any order for any reason whatsoever, including orders for an amount and volume lower than that agreed with the BUYER.

2.4. Once the SELLER has accepted and confirmed the order, the order shall be irrevocable and the BUYER expressly waives the right to terminate the Agreement. If requested, the BUYER shall request in writing any change it wishes to make to an order previously accepted by the SELLER. SELLER has the discretion to approve or reject such changes.

2.5. Any change made to an order by the BUYER, which has not been authorized by the SELLER, shall not be binding on the latter. In such cases, the BUYER shall indemnify the SELLER for any damages that the latter may have received and shall pay the full amount of the order originally agreed upon and agreed between the parties.

3. Delivery and transport.

3.1. The BUYER understands and accepts that, as far as possible, orders will be delivered on the agreed dates. The delivery dates given by the SELLER shall always be estimates, without prejudice to the SELLER making commercially reasonable efforts to have the Products shipped and delivered on the dates requested by the BUYER. The agreed delivery dates are not binding. The SELLER shall not be liable for any delay in the delivery of the Products resulting from Acts of God or Force Majeure or due to causes not attributable to the SELLER.

3.2. Unless otherwise agreed in writing, the terms of shipment are FOB quay freight according to Incoterms ® 2020. If the parties agree to delivery terms other than FOB, BUYER and SELLER shall determine which party is responsible for transportation costs based on the applicable Agreement.

3.3. Delivery of the Product may be suspended or cancelled by the SELLER without liability until the SELLER receives the corresponding payment from the BUYER or if the BUYER has failed to meet the payment dates set forth in the purchase order and/or line of credit it has with the SELLER.

3.4 The BUYER shall be deemed to have received the Products ordered when there is evidence of delivery of the Products to the destinations specified in each order or in accordance with section 3.2. The SELLER shall notify the BUYER within a reasonable time of any delay in delivery.

3.5. Once the Products have been delivered to the BUYER, the BUYER shall be responsible for them, and any damage or loss caused to the Products shall be under its strict responsibility. The SELLER shall not be liable for damaged or lost Products once delivered to the BUYER.

4. Claims procedure.

4.1. The SELLER is not liable for defects or breakage of the Product during transport. The BUYER shall inform the SELLER in writing about such defects as soon as possible in accordance with the provisions of this Agreement, and in any case before accepting the Product.

4.2. Any claims and complaints about the condition of the Products, including anomalies, variations that do not conform to the specification, delays, or any other matter concerning the Products, shall be made by means of a notification by the means of communication authorized by the SELLER. Such communication shall include information regarding identification of the sale, evidence of the defects, photographs of the Products showing the defect, description of the problem, description of the claim and evidence of delivery.

4.3. All claims for damage must be accompanied by, at a minimum, a digital photograph and details of the damage. Claims for damaged Products are subject to approval by the SELLER's customer service team.

4.4. Once the SELLER's customer service team has studied the case, it will define the action to be taken, if any, by the BUYER.

4.5. Claim times shall be in accordance with the provisions of section 5.

5. Products out of specification.

5.1 The SELLER undertakes to ensure that the Products delivered to the BUYER conform to the specifications and quality mentioned on the Product label, or in the annex delivered by the SELLER, as the case may be.

5.2 The BUYER is responsible for inspecting the Products upon receipt. The BUYER shall notify any defect or complaint within the time limits indicated below so that the SELLER can take the appropriate measures in the event that they are true and correct.

5.3. In case of defect or claim on Products whose characteristics can be observed or detected with the naked eye (e.g. damaged packaging, underweight, damaged Product), the BUYER shall have 24 (twenty-four) hours from the receipt of the Product to notify such claim in writing or by e-mail to the SELLER, and shall also request that the respective comment be made on the Bill of Lading, otherwise, it shall be understood that the Product was accepted in conformity, waiving any right to claim.

5.4. In case of defect or complaint about the physicochemical or microbiological characteristics or incidences of physical damage caused by the Product, the BUYER shall have 7 (seven) calendar days to communicate such complaint in writing or by e-mail to the SELLER, in accordance with the provisions of paragraphs 4 and 9 of the present GCS.

5.5. If the BUYER does not notify the SELLER of any complaint or claim in writing within the time limits set forth in paragraphs 5.3 and 5.4 above, the Product shall be deemed to have been received and accepted and all claims shall be waived.

5.6. Once the SELLER is aware of the existence and responsibility for the defect notified by the BUYER, the SELLER shall proceed at its discretion to return or replace the Products, or if applicable, to refund in accordance with section 9 of these GCS. Alternatively, if this is not possible or would place an excessive burden on the BUYER, the SELLER shall, at its sole discretion, offer the possibility of choosing to terminate the Agreement with a full refund or to reduce the price of the defective Products. Such remedy shall be the BUYER's sole remedy under these GCS, and any other action or right of the BUYER against the SELLER is hereby expressly waived.

6. Conditions of use and purpose of the Product.

6.1. On the label of the Product and/or in the annex of specifications, the restrictions of use and utilization of the Products to be followed by the BUYER are specified. When using the Products, the BUYER shall comply with such restrictions.

6.2. The BUYER may not relabel, alter, change, delete or add any information to the labels and/or specification annex of the Products. Any alteration to these shall be considered a breach of these GCS, and the SELLER shall be released from liability for the information contained on the labels and/or specification annex of the Products or on the packaging with alterations present. The BUYER shall indemnify the SELLER in such cases and shall pay the SELLER's legal costs and expenses in the event that the SELLER is involved in judicial or extra-judicial proceedings arising from the breach of this paragraph.

7. Prices and payment conditions.

7.1. The applicable prices are those in force at the time of purchase according to the rates established by the SELLER and/or agreed upon by both parties in the Agreement.

7.2 Payments shall be made to the SELLER according to the terms agreed in the respective invoice, or otherwise as provided in a written agreement between the SELLER and the BUYER.

7.3 All payments shall be made by bank transfer using the bank details provided by the SELLER. At the time the BUYER enters into an Agreement with the SELLER, the BUYER shall sign a generic bank debit in the name of the SELLER. Each time the BUYER submits a new order to the SELLER and this order is accepted, the BUYER expressly authorizes the SELLER to submit the invoice for the respective order and the amount thereof shall be credited to the bank account designated by the SELLER for the exact amount expressed in the order confirmation received from the latter.

7.4 "Due Date" means the date established in the respective invoice or the date established in accordance with the purchase order and/or credit line, and/or the agreement of the BUYER for this purpose. If the BUYER makes a payment after the Due Date, the BUYER shall pay to the SELLER, without demand for payment and as of the due date, a default interest of 3% (or the maximum amount permitted by applicable law) per month on the outstanding daily balance. Such interest shall accrue from the date of default until the date on which payment is made. Default interest shall be calculated based on the days actually elapsed in a year of three hundred and sixty-five (365) days. The BUYER shall also assume the financial, judicial and banking expenses caused by the debt or that are necessary for the collection of the overdue debt, whether by judicial or extrajudicial means. The payment of such interest shall not release the BUYER from its obligation to make the other payments provided for in the Agreement.

7.5. In the event of default of the BUYER's payment obligations to the SELLER, the SELLER shall be entitled to cancel the applicable Agreement in whole or in part, to collect damages and default interest until the date of actual payment.

7.6. In the event that, due to delays or events beyond the control of the SELLER, there are modifications and/or increases in the prices of raw materials, logistics costs, freight, exchange rate, deadlines, as well as increases in customs incidences, delays, storage costs, etc., the parties agree to meet within no more than 5 (five) business days to reach a new agreement regarding the terms that were affected by such increases in accordance with the following:

- In cases where the price of the Products varies by more/less than 3% (three percent), the SELLER, at its discretion, may maintain the originally agreed price.

- When the price variation is plus/minus 5% (five percent), the SELLER may, at its sole discretion, cover up to 50% (fifty percent) of the variation, provided that the BUYER covers the remaining proportion of the price increase.
- If the price of the Products increases by 7% (seven percent) or more, the SELLER shall notify the BUYER of the increases to be suffered by the Products and the date from which it shall take effect. The BUYER, once notified, may choose to accept the increase, in which case it shall be signed in writing between the parties, and shall be annexed to these GCS as an integral part of the same, or, if applicable, these GCS may be terminated, and the BUYER shall be obliged to pay for the Products already produced and packaged for sale and delivery to the BUYER.

Unaffected terms will not be renegotiated. In the event that the parties do not reach a mutual agreement, either party may terminate the agreement, provided that all outstanding obligations are fulfilled as of the date of termination.

8. Retention of Title.

8.1. The SELLER retains title and ownership of the Products or derivatives thereof delivered to it until the BUYER has fulfilled all of its obligations to the SELLER under these GCS associated with the delivery of the Products.

8.2. The Products delivered by the SELLER and subject to retention of title shall be stored or used by the BUYER in such a way as to ensure the quality of the Products and the identification of the Products as the property of the SELLER.

8.3. The Products delivered by the SELLER and subject to retention of title may be resold or used by the BUYER in the normal course of its business. In the event of resale, the BUYER shall agree with its customers to retain title to the Products.

8.4. The BUYER may not pledge, attach or encumber the Products in any manner whatsoever until it has fulfilled its obligations.

8.5. In cases where the BUYER requires the SELLER to store the Products purchased, the BUYER shall bear all costs of storage and preservation of the Products. The safeguarding of the Products by the SELLER shall not be understood as a release of the responsibility of the BUYER in relation to the ownership of the same, for which reason the BUYER shall take out insurance covering damages to third parties, as well as damages that the Products may suffer, caused by fire, explosion, or acts of nature.

9. Return, refund and replacement of Products.

9.1. The return, refund or replacement of the Products may only be made if the notification times are met in accordance with the provisions of section 5 of these GCS, if it were to take longer than indicated in that section, the Products may not be subject to return, refund and / or replacement of any kind.

Any return, refund or replacement of the Products shall be at SELLER's discretion.

9.2. The return, refund or replacement of Products shall only apply when the non-conforming Products represent more than 20% (twenty percent) of the Products delivered.

9.3. All sales are final. No returns or refunds due to the BUYER's regret will be made or accepted.

9.4. In order to make a claim, the SELLER must state the following:

- Order number;
- Description of the anomaly;
- Proof of the non-conformity of the Products with photographic evidence of the problem;
- In the case of Products with observable damage at the time of delivery, there must be a comment in the Bill of Lading.

9.5. The SELLER at its discretion will only replace the Products if they are defective or damaged. In the event that a replacement of the Products is required, the BUYER may notify the SELLER by the means of communication authorized by the SELLER and follow the instructions given by the SELLER's customer service team.

9.6. The delivery time of its replacement may vary depending on the location of the BUYER.

9.7. Refunds shall not apply to:

- Any Product that is not in its original condition, is damaged or is missing parts for reasons not due to SELLER's error.
- Any Product that is returned more than seven (7) days after delivery.
- If a Refund is approved, the SELLER will contact the BUYER to negotiate the terms for such refund.

10. Resale.

10.1. Marketplace SELLER. The SELLER does not represent or warrant that the BUYER will be able to resell the Products purchased. The SELLER shall only be responsible for delivering to the BUYER the specifications for the management of the Product.

10.2. Upon receipt of the Product by the BUYER, the BUYER is responsible for the handling and storage of the Product. No returns will be accepted for Products that the BUYER fails to sell.

11. Liability and indemnity.

11.1. NEITHER SELLER NOR ITS SUPPLIER(S) SHALL HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSES CAUSED IN WHOLE OR IN PART BY (a) ANY INADEQUACY, DEFECT OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), (b) THE USE OR PERFORMANCE OF ANY PRODUCT, OR (c) ANY FAILURE OR DELAY IN PERFORMANCE OF THE VENDOR, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, COST OF SUBSTITUTE GOODS OR

SERVICES, DELAY, LOSS OF DATA, CONSEQUENTIAL, SPECIAL OR PUNITIVE, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF SELLER OR SUPPLIER, WHETHER OR NOT YOU HAVE ADVISED SELLER OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY, REGARDLESS OF THE BASIS, EXCEED THE PRICE PAID FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

11.2. The limitations of liability shall prevail over any Agreement which provides otherwise or which is inconsistent with these GCS, except where it limits the liability of the SELLER to a greater extent.

11.3. BUYER releases and discharges SELLER, SELLER's subsidiaries, related parties, and/or affiliates and their respective officers, directors, employees, agents or successors or permitted assigns from any and all third party claims, demands, actions or proceedings in connection with damages caused by or associated with any of the Products delivered by SELLER or any breach occurring with respect to these GCS, including claims brought against SELLER in its capacity as manufacturer of the Products under any Agreement as to its liability for defective Products, unless such damage is the result of a malicious or criminal act on the part of SELLER.

11.4. The BUYER undertakes to maintain the purchased Products exposed to the general public in accordance with the indications, useful life and/or specifications indicated by the SELLER.

12. Protection of personal information. You can find information on how we use and protect personal information in our Privacy Notice.

13. Use of Marks, Packaging and Traceability.

13.1. For the purposes of these GCS and the Agreements, intellectual property rights means any and all registered and unregistered rights granted, licensed, applied for or otherwise existing now or in the future under any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in applicable parts of the world ("Intellectual Property"). BUYER shall refrain from reproducing, displaying or otherwise using SELLER's Intellectual Property without SELLER's prior written authorization. Unless otherwise provided in writing, BUYER is not authorized to use SELLER's Intellectual Property to differentiate its Products from those of other companies, unless it markets the Products in their original packaging where the Intellectual Property has been placed by SELLER. In case of resale of the delivered Products, this provision shall apply to the BUYER's customer and to successive BUYERS. Any breach of this article shall be considered a breach of these conditions and the BUYER shall be liable for damages.

13.2. Packaging. The BUYER shall not modify or remove any of SELLER's intellectual property from the Product without SELLER's prior written consent.

13.3 Traceability. The BUYER acknowledges that the marketing of a Product whose label, lot number or date of sale has been altered or that the indications of the SELLER have not

been followed, represents a serious breach of these GCS and the BUYER shall indemnify the SELLER for the damages caused by such breach, or pay the penalty determined by the SELLER, if any. Such breach may result in termination of the Agreement at the SELLER's discretion, without any indemnity to the BUYER. The BUYER assumes the expense and risk of all legal, financial and judicial consequences that it may face.

13.4. If the BUYER finds a counterfeit version of the Product or detects an infringement of the SELLER's Intellectual Property, the BUYER shall immediately inform the SELLER by registered mail and shall make such Product available to the SELLER.

13.5. The BUYER undertakes to cooperate fully according to the instructions given by the SELLER, including the gathering of evidence, in the event that the SELLER becomes involved in legal proceedings relating to its Intellectual Property rights. Product without SELLER's prior written consent.

14. BUYER's Obligations.

14.1. The BUYER undertakes to (i) employ only properly trained and qualified personnel for the proper handling of the Products; (ii) at all times respect the safe use and disposal practices recommended by the SELLER or international associations; (iii) use the Products for the purposes established by the SELLER; and (iv) abide by all local and international laws, sanctions and regulations in force at all times, as well as those of the territory of sale.

14.2. The BUYER acknowledges and accepts that the Products supplied by the SELLER may be subject to applicable laws, regulations, rules and licenses regarding trade sanctions in accordance with the regulatory system of the United Mexican States and others, including, but not limited to, those established by the United Nations, the United States of America, the European Union and the Member States of the European Union. The BUYER shall comply with the sanctioning regulations, and undertakes to be responsible for ensuring compliance with them. This includes, in particular, but is not limited to, BUYER using, selling, reselling, exporting, re-exporting, disposing of or otherwise dealing in the Products to any country, destination or person that is subject to applicable sanction regulations, and BUYER warrants that none of its affiliated businesses shall do so, without first obtaining an applicable export license or governmental authorization as required. BUYER shall not do anything that would result in SELLER violating the sanctions regulations and shall indemnify and hold SELLER harmless from any fines, losses or liabilities incurred by SELLER as a result of BUYER's compliance with these GCS.

15. Mutual Warranties. Each party represents and warrants that:

- It is a corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or other organization;
- It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- The execution of any Agreement by its representative whose signature appears on the Agreement has been duly authorized by all necessary corporate or organizational action of such Party;

- When executed and delivered by both Parties, these GCS shall constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

16. Force Majeure.

16.1. The SELLER shall not be liable to the BUYER under any circumstances, nor shall the Agreement be deemed to be in breach of the Agreement for a delay in performance or a breach of its obligations under these GCS if such delay or breach is due to or caused by an act of God or force majeure. Act of God or Force Majeure shall mean any unforeseeable cause beyond the reasonable control of SELLER or its suppliers which could not reasonably have been foreseen. Such circumstances include, but are not limited to, total demand for Products exceeding SELLER's total available inventory under customary distribution arrangements, changes in weather conditions, extreme weather, natural disasters, laws or regulations of any government, war or civil disturbance, destruction of production facilities or material due to fire, epidemics, pandemics, lack of public utilities or transport services, labor strikes in companies other than the SELLER's, wildcat or political strikes in the SELLER's company, general or partial shortage of required raw materials or other goods or services necessary for the performance of the agreed performance, unforeseen delays in deliveries by suppliers or other third parties relied upon by the SELLER and transport problems in general.

16.2. The SELLER shall inform the BUYER as soon as possible when a case of force majeure prevents it from supplying the Product or from supplying it on time.

16.3. Either party shall be entitled to terminate the Agreement if the force majeure lasts for more than two (2) months. In such a case, neither party shall indemnify the other.

16.4. In the event of a situation of force majeure, and the SELLER has fulfilled some of its obligations towards the BUYER or will fulfill them, and these have an economic value, the SELLER may invoice it separately and the BUYER shall pay for the obligations fulfilled or those to be fulfilled.

17. Confidentiality. Each Party may from time to time disclose or make available to the other Party Confidential Information. "Confidential Information" means information in any form or medium (whether oral, written, electronic or otherwise) that one Party discloses to the other, whether intentionally or inadvertently, including information about the disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, financial information, employee information and information with respect to which the disclosing Party has contractual or other confidentiality obligations, in each case, whether marked, designated or otherwise identified as "confidential." BUYER shall keep SELLER's Confidential Information strictly confidential, notwithstanding that the source of such information may have been SELLER or its affiliates or a third party, and notwithstanding that such information may have been discovered, developed or created by BUYER itself. Without prejudice to the foregoing, turnover figures and sales promotion measures may not be disclosed to third parties.

18. Contributions. Each party shall be responsible for the payment of its respective tax contributions, whether federal, state and/or local. The BUYER undertakes to hold harmless

and indemnify the SELLER from any liability and, if applicable, shall pay all damages caused to the SELLER as a consequence of the non-compliance with its tax obligations.

19. Severability. If any of these GCS is declared invalid or unenforceable by any competent jurisdiction, the remaining parts or provisions shall remain in force. In such event, the parties shall use their best efforts to negotiate provisions to replace those declared invalid or unenforceable in order to effectuate the intent and purpose of this Agreement and the GCS.

20. Headings. The headings of these GCS or any Agreement are for reference only and do not affect interpretation.

21. Assignment. BUYER may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these GCS or any other Agreement, without the prior written consent of SELLER, which may not be unreasonably withheld or delayed. Any purported assignment, delegation or transfer in violation of this section is void. These GCS are binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. For its part, SELLER may assign the obligations of these GCS to any of its affiliates, subsidiaries and/or related parties.

22. Governing Law and Jurisdiction. All matters arising out of or relating to these GCS shall be governed by and construed in accordance with the internal laws of the state, province or territory identified in the address of SELLER in the Agreement. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state, provincial or territorial courts of the state, province or territory identified at SELLER's address in the Agreement, and BUYER hereby waives any other jurisdiction that may be available by reason of its address.