



Castrol México, S.A. de C.V.

PURCHASE ORDER TERMS AND CONDITIONS

ENTIRETY

Except as otherwise reflected in a contract regarding the subject matter hereof which has been signed by authorized representatives of Company and Contractor, the terms and conditions which govern the provision of the goods or services described in this Purchase Order are limited to the terms and conditions specified herein, and formation of any contract is expressly made conditional on Contractor's assent to these terms, and Contractor's shipment of goods or the provision of any services will be deemed to be Contractor's consent to these terms and conditions. If an executed agreement between Company and Contractor does not exist, these terms and conditions constitute the sole, entire, and exclusive agreement between Company and Contractor in this transaction and supersede all prior discussions, proposals, negotiations, and representations. Company objects to and will not be bound by any additional, different, or inconsistent terms in Contractor's price quotes, bid documents, acknowledgements, invoices, or other documents from Contractor or by any course of conduct not set forth herein. Company's acceptance of the goods or services hereunder does not constitute acceptance of any additional, different or inconsistent terms on any of Contractor's documents. No conditions, understandings, or agreements purporting to modify or vary the terms hereof will be binding unless hereafter made in writing via a change order.

GOODS AND SERVICES PROVISION

Contractor will provide the goods and services described in this Purchase Order. If the Purchase Order describes those goods and services in a general, nonspecific manner, the goods and services will include not only the goods and services specifically described in the Purchase Order but also those that are an inherent, necessary, customary part of those goods and services.

ADJUSTMENT TO QUANTITY

In the event of any proceedings by or against Contractor, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or an assignee for the benefit of creditors of the property of Contractor, or in the event Contractor breaches any of the terms hereof, including any warranties made in connection with the goods or services ordered hereunder, Company has the right to cancel this and any or all other orders placed with Contractor or to reduce the quantities of goods or services to be delivered hereunder. If the shutdown, closing, sale, or discontinuance of one or more of Company's facilities affects Company's use or need of the goods or services, quantities so affected will be eliminated without any liability of Company to Contractor but the terms of this Purchase Order will otherwise remain unaffected.

CHANGES

No claims or charges for additional work or materials, or for drayage or packing, are allowed, and no substitution of materials or change in price is permitted, except on prior written authority from Company via a change order.

ACCEPTANCE

Company will accept the goods or services or give Contractor notice of rejection or revocation of acceptance, notwithstanding any payment, prior test, inspection, or passage of title. No inspection, test, delay, failure to inspect or test, or failure to discover any defect or other nonconformance will relieve Contractor of any obligations under this Purchase Order or impair any rights or remedies of Company. Contractor will not resupply corrected or rejected goods or services without disclosing the former rejection or requirement for correction. Contractor will disclose any corrective action taken. Repair, replacement, and other correction and redelivery will be completed within the original delivery schedule or such later time as Company's may direct in writing.

HAZARDOUS MATERIAL

Contractor certifies that the contents of any shipment of goods hereunder, whatever the mode of transportation, are described by proper shipping name and are classified, packed, marked, labeled, and in proper condition for carriage by the selected mode of transportation according to applicable national government regulations and for international shipment with the current IATA/ICAO/IMCO Restricted Articles Regulations, Recommendations on the Transport of Dangerous Goods, European Agreement Concerning the International Carriage of Dangerous Goods by Road, Mexican Official Norm NOM-011-SCT2/2012 Conditions for Transport of hazardous substances and materials, packaged and/or packaged in limited quantities (*NOM-011-SCT2/2012 Condiciones para el Transporte de las*

Sustancias y Materiales Peligrosos Envasados y/o embaladas en cantidades limitadas), Mexican Official Norm NOM-002/1-SCT/2009 List of substances and most commonly transported hazardous materials, instructions and use of packaging, intermediate bulk containers (IBCs), large packaging, portable tanks, gas containers multiple items and bulk containers for transporting materials and hazardous wastes, (*NOM-011-SCT2/2012 Listado de las Sustancias y Materiales Peligrosos más usualmente transportados, instrucciones y uso de envases y embalajes, recipientes intermedios para graneles (RIG S), grandes envases y embalajes, cisternas portátiles, contenedores de gas de elementos multiples y contenedores para graneles para el transporte de materiales y residuos peligrosos*) and agrees to defend and indemnify Company against any violations of these regulations.

TITLE AND DELIVERY

Unless otherwise designated in this Purchase Order or in an executed agreement, title and risk of loss to all products sold hereunder will pass to Company Delivered Duty Paid (DDP) (Incoterms 2010) at the designated points of receipt in this Purchase Order. Contractor warrants title free and clear of all taxes, liens, or other encumbrances whatsoever. If the risk of loss passes at the shipping point, and if Contractor fails to ship in the manner or route Company directs, Contractor will reimburse Company for any loss therefrom. Time is of the essence in the performance of this Purchase Order.

PRICE, SET-OFF

Except for taxes as specified in Section 9 below, prices stipulated are net, free from tax, duty, fee, or charge of any kind and are subject to deduction for charges or losses due to outages, imperfections, defects in workmanship, commodity or equipment, nonconformities with samples or express or implied specifications, or

incorrect delivery date. Company reserves a security interest in all goods paid for but not delivered and Contractor will execute such documents of acknowledgment as Company may request. Amounts Company owes to Contractor hereunder.

TAXES

All taxes, rights, duties and contributions due pursuant to Mexican Law, shall be paid by either Company or Contractor as mandated by applicable Mexican law.

SAFETY

Contractor shall abide by any and all of Company's safety and health rules, as well as with the established safety and health rules by the Ministry of health (*Secretaría de Salud*), and shall provide Company with a copy of all accident reports prepared by or submitted to Contractor including, but not limited to, all illness and injury reports submitted before the Ministry of Health. Contractor will ensure that it and all contractor personnel have read such rules and will abide by them, and Contractor will be responsible for any failure to comply with Company health rules by its permitted subcontractors and by Contractor Personnel. All work performed hereunder shall fully comply with all lawful governmental safety and health requirements including, but not limited to, the General Health Law (*Ley General de Salud*), and with all provisions mandated by Sanitary Authorities and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by Company to Contractor for the benefit of contractor personnel shall be provided on an "as is" basis with no warranty of performance and at the sole risk and liability of Contractor to ensure that such equipment is fit for the use intended and in proper working order in accordance with the Federal Labor Law (*Ley Federal del Trabajo*). Contractor has a duty to inspect the equipment prior to use,

and agrees to defend, indemnify, and hold harmless Company from any and all claims of Contractor, its subcontractors, and contractor personnel arising out of the use of any equipment furnished by Company or advice given by Company relating to such equipment, to the fullest extent allowed by law. Contractor shall maintain a drug and alcohol free work force at all times while on Company's premises, and shall for itself, its permitted subcontractors and Contractor Personnel as a minimum comply with Company's Substance Abuse Testing policy, as well as with provisions dictated by the Federal Labor Law and the General Health Law. In trucking services, drivers and chauffeurs as provided by the Federal Labor Law Contractor and Contractor's Personnel shall comply with periodic testing.

FORCE MAJEURE

Neither party will be liable for delays caused by conditions beyond such party's reasonable control, including or resulting from an Act of God, including a fire, flood, earthquake, other natural disaster; governmental or court law, ruling, order, action or requirement; strikes or work stoppage, supply stoppage, embargo, riot, insurrection, act of war, or terrorism; or any other similar occurrence beyond reasonable control of such party, in the understanding however that notice thereof is given to the other party as soon as practicable. All such conditions preventing performance will be remedied as soon as reasonably possible, except that the settlement of strikes is at the discretion of the party so affected. Company reserves the right to cancel this Purchase Order should such delays by Contractor, in Company's sole judgment, adversely affect Company, time being of the essence for this Purchase Order. In the event Contractor suffers a Force Majeure event, Contractor will allocate its available supply of goods and/or ability to provide services, from all sources, among its signed written contract customers in a manner such that the percentage

reduction of the amount allocated to Company, as compared to Company needs, is no more than the percentage reduction of Contractor's available supply, or ability to perform, due to the Force Majeure.

WARRANTIES

Contractor warrants to Company, its contractors, agents, customers, and resellers that the products and services supplied by Contractor hereunder will meet the specifications, data sheets, drawings, and descriptions which are set forth in this Purchase Order and will be of good and merchantable quality and will be fit for Company's intended purposes, free of defects in material and workmanship. If Contractor delivers non-conforming goods or services, Contractor will, at Company's option and without prejudice to any other rights Company may have, at Contractor's expense, (i) accept any returned goods and promptly issue Company a full credit or refund; (ii) promptly replace the goods or redo or rework the services; (iii) reimburse Company for its costs of remedying any defective goods or services; and/or (iv) reimburse Company for its cost of replacing the goods from another source.

Contractor warrants that it is, and will perform this Purchase Order, in full and complete compliance with all federal, state, and local laws and regulations which may affect or relate to this Purchase Order or to Contractor's provision of goods or services hereunder, including, but not limited to, the Federal Law on Environmental Liability (*Ley Federal de Responsabilidad Ambiental*) and the General Law of Ecological Balance and Environmental Protection (*Ley General del Equilibrio Ecológico y Protección al Ambiente*), and the Federal Labor Law.

Contractor warrants that: (i) any chemical substance or mixture contained in products supplied pursuant to this Purchase Order are listed in Mexican Official Norm NOM-002-SCT/2011 List of substances and hazardous materials most

commonly transported and Mexican Official Norm NOM-002/1-SCT/2009 List of substances and most commonly transported hazardous materials, instructions and use of packaging, intermediate bulk containers (IBCs), large packaging, portable tanks, gas containers multiple items and bulk containers for transporting materials and hazardous wastes; (ii) if requested, Contractor has completed and mailed to the specified address a questionnaire concerning reportable quantities of this material or its constituency pursuant to the Federal Law on Environmental Liability and the General Law of Ecological Balance and Environmental Protection or the National Water Act (*Ley de Aguas Nacionales*) and will promptly mail a revised form to the specified address if there is a pertinent change in the content of the product or products; (iii) Contractor has mailed a copy of the latest issued Material Safety Data Sheet for each product and will mail a copy of any revisions thereto which may be made within two (2) years of the delivery of the products here under, to Company; and (iv) Contractor is in compliance with the aforementioned regulations; and any other federal regulation adopted pursuant to any of the above stated statutes, orders, or regulations. Contractor will not comply with any foreign boycott laws or requirements which are in violation of any federal or state laws or regulations.

Unless exempt, this Contractor and permitted subcontractors shall abide by the requirements of the Federal Labor Law and the Federal Law to Prevent and Eliminate Discrimination (*Ley Federal para Prevenir y Eliminar la Discriminación*). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, these regulations require

that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, sexual orientation or gender identity.

CONFIDENTIALITY

The Parties hereby acknowledge and agree that (i) as a result of the execution of this agreement, each of them may have access to and learn confidential and sensitive information, formulas, processes, documents, materials, data, data analysis, projections, technical reports, strategies, sales, databases, price lists, client lists, marketing strategies, market analysis results, marketing campaigns, systems and programs for personnel management, and any other information of the other Party, found in printing, computer programs, electronic databases, frameworks and/or models or any other existing technology, or future technology (the "Confidential Information"); (ii) the Confidential Information is information that gives to each of the Parties competitive advantages in relation to its competitors; (iii) the Parties have adopted all necessary means to maintain the Confidential Information confidential, including the restricted access to such information; and (iv) in consequence, the Confidential Information constitutes industrial secrets pursuant to the terms set forth in article 82 of the Industrial Property Law (*Ley de Propiedad Industrial*), and the Parties shall not disclose any portion of the Confidential Information to any third party. Contractor shall treat as strictly confidential, and not disclose or use, any information received or obtained prior to or after the issuance of the Purchase Order in connection with this Purchase Order including, but not limited to, this Purchase Order, goods or services ordered, quantities, specifications, and prices. Notwithstanding the foregoing, Contractor's obligations with respect to disclosure or use of

information shall not apply to any information to the extent the information (i) is or becomes publicly available other than as a result of a breach of an obligation of confidentiality under this Purchase Order; (ii) is already in the possession of Contractor; (iii) was received from third parties having the right to disclose such information; or (iv) is required to be disclosed by law, provided Company is given notice prior to any disclosure (to the extent practicable) to allow Company to seek a protective order or other relief and Contractor shall cooperate with Company in seeking such relief. Contractor shall ensure that its personnel are informed of the confidential nature of any information received or obtained in connection with the Purchase Order and are bound by an obligation not to use or disclose the information for any purpose other than the provision of the goods and/or services. The Contractor is bound to use the Confidential Information exclusively under the terms and conditions of this Purchase Order, refraining to give any different usage to the same. Contractor shall immediately inform Company of any actual or suspected breach of this Section 13. This confidentiality obligation shall survive cancellation or expiration of this Purchase Order for an additional [three (3)] year period. Notwithstanding restricted legends to the contrary, no confidentiality obligation shall be imposed on Company by acceptance of materials or services supplied by Contractor. The Contractor acknowledges and understands that any breach in the compliance of the obligations contained in this Section shall be deemed as bad faith or willful misconduct on account that the Contractor acknowledges knowing and understanding the Confidential Information and the advantages it brings upon the applicable Party, and in that understanding, its breach would constitute fraudulent conduct pursuant to the Mexican Industrial Property Law (*Ley de la Propiedad Industrial*) and the Mexican Penal Law (*Código Penal Federal, Códigos Penales del Distrito Federal*

y de las Entidades Federativas de los Estados Unidos Mexicanos), and any other applicable body of law.

INTELLECTUAL PROPERTY

All copyrights, design rights, patents, trademarks, trade secrets, and other intellectual property rights ("Intellectual Property") developed or created pursuant to this Purchase Order shall be owned by Company. At Company's request, Contractor shall do any act or execute any document required to ensure such ownership. Specifically, in the case of copyrights all original works of authorship fixed in any tangible medium of expression (hereafter collectively referred to as "Creative Materials") developed specifically for Company under this Purchase Order including, but not limited to, written reports, software, videos, manuals, charts, photographs and designs, which are covered by the definition of "work for hire" under article 163 of the Federal Labor Law, shall be considered "work for hire," and Company shall be the owner of all copyrights in any such works. All drawings provided hereunder are the property of Company for Company's use free of charge regardless of any notation to the contrary on such drawings. As to any such Creative Materials developed specifically for Company which are not covered under the "work for hire" definition of the Copyright Act, such that Contractor is regarded as the copyright author and owner, then Contractor hereby agrees to assign all such copyright ownership in the Creative Materials to Company. Save as provided in this Section 14 neither party shall gain any right, title, or interest in the other party's Intellectual Property. Contractor shall without cost to Company, grant Company and to BP p.l.c. and all its affiliates an irrevocable, license to use any of Contractor's Intellectual Property necessary to use, possess, and sell the goods supplied hereunder and/or receive the services supplied hereunder. Neither party may use the name or trademark of the other party without

prior written consent. Contractor, and its heirs, successors, assigns, and legal representatives shall forever protect, indemnify, and hold harmless Company and its customers, contractors, agents, and resellers, against all claims, suits, judgments, and costs related to a claim of any third party that Company's purchase, offer for sale, sale or use of any goods or services provided hereunder infringes any Intellectual Property of any such third party.

AUDIT

Company may, upon its request, audit any and all records of Contractor relating to goods or services provided hereunder; provided, however, Contractor shall have the right to exclude any trade secrets, formulas, or processes from such inspection. Contractor further agrees to maintain its books and records relating to goods and services provided hereunder for a period of three (3) years after the date such goods or services were provided and to make such books and records available to Company at any time or times within the three (3) year period. The Contractor agrees that Company may audit Contractor's performance and internal control system on a basis to be agreed to the extent necessary for Company to comply with its assessment obligations under the Sarbanes Oxley Act 2002.

CODE OF CONDUCT

In connection with Contractor's performance of this Purchase Order, Contractor agrees to act consistently with Company's Code of Conduct which is found at: <http://www.bp.com> and to adhere to the principles set out therein including the principles to human rights a non-retaliation against "whistle blowers". Contractor agrees that neither this provision nor any other provision of this Purchase Order creates any obligations to or third-party beneficiary rights in any third parties. Any failure to comply with this Section 16 shall be deemed a material breach of this Purchase Order.

Contractor also will make its employees aware of Company's Code of Conduct and its Open Talk number and, where one exists, of its own ethics hotline. Contractor will ensure its employees are aware of Company's Non-Discrimination and Non-Harassment policy and its prohibition against abuse or harassment as well as retaliation because an individual has made a harassment or discrimination complaint. Contractor also will remind its employees located on Company premises that Company's Non-Discrimination and Non-Harassment policy applies to contractors located on Company premises. Contractor should have a non-discrimination and non-harassment policy that includes a provision prohibiting retaliation against an employee or contractor for bringing a complaint of harassment or discrimination. Contractor will train its employees on this policy at least every other year. Contractor will cover in its training that hangman's nooses and other inappropriate symbols are considered by Company and Contractor to be unacceptable and where Contractor personnel are involved, it will result in their immediate removal from the site. If requested by Company, Contractor may be required to provide certification that it has complied with the provisions in this Section 16.

ANTI-CORRUPTION OBLIGATION

Definitions.

"Facilitation Payments" shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that (i) the Public Official ordinarily performs; and (ii) Company is entitled to under the laws of the relevant country.

"Public Official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more

than thirty percent (30%), and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.

Company has a zero-tolerance policy towards bribery and corruption, including as regards to providers of services to Company and Facilitation Payments/grease payments. Contractor agrees that in connection with this Purchase Order it and its Related Parties will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation"). For the purpose of this Section 17, Contractor's 'Related Parties' means its affiliates, subcontractors, Contractors, agents, intermediaries, and its and their directors, officers and employees. Contractor agrees to procure that each of its Related Parties complies with this Section 17.2.

Contractor shall (i) immediately report in writing to Company details of any breach of the Anti-Corruption Obligation; (ii) ensure and monitor compliance with the Anti-Corruption Obligation; (iii) make clear, in its dealings connected to Company, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and (iv) permit Company to inspect, audit and make copies at Company's expense of any books and records of Contractor relating to this Purchase Order and Contractor's compliance with the Anti-

Corruption Obligation (including through the appointment of an independent and internationally respected auditor at Company's expense). The rights set out in this Section 17.3 will be exercised in accordance with all applicable competition laws.

Company shall have the right to terminate this Purchase Order or suspend any services/supply or payments with immediate effect if Company reasonably believes in good faith that Contractor has breached in any material respect any of the requirements set out in this Section 17.

INSURANCE

Contractor shall, at its own expense, obtain and maintain as a minimum the insurances required by Company from insurers that are internationally recognized, and ensure that they are in full force and effect throughout the duration of the Purchase Order. All insurance policies of Contractor in any way related to, or providing any coverage in connection with this Purchase, except worker's compensation, employer's liability, and professional liability coverage, whether or not required by this Purchase Order, shall, to the extent of the risks and liabilities assumed by Contractor, be endorsed to name Company, and its affiliates, as an additional insured on a broad form endorsement.

CONTRACTOR DIVERSITY

It is Company's policy that minority-owned and women-owned business enterprises (M/WBEs) should have the maximum opportunity to participate in the performance of its contracts. Contractor agrees to use its best efforts to give M/WBEs the maximum practicable opportunity to participate in the subcontracts it awards and to use M/WBEs to provide goods and services incidental to this Purchase Order to the fullest extent consistent with efficient performance of its Purchase Order. Contractor

support for M/WBE development may also include participation in workshops, mentor relationships, networking events and training. Contractor agrees to furnish appropriate information about its M/WBE program upon request of Company, including the identities of such enterprises and amounts involved. This information will be input by Contractor in Company's internet-based reporting tool. Notwithstanding the foregoing Company will not discriminate enterprises that are not considered WBEs as provided in the Federal Labor Law and the and the Federal Law to Prevent and Eliminate Discrimination.

ASSIGNMENT

Contractor may not assign this Purchase Order or subcontract work under this Purchase Order, in whole or in part, without the prior written consent from Company. Permission to subcontract shall not waive any of Contractor's obligations under this Purchase Order, and Contractor shall be fully responsible for all work of its subcontractors. Notwithstanding anything to the contrary in this Purchase Order, Company may assign this Purchase Order, in whole or in part, to an affiliated or subsidiary company, or to an entity growing out of a consolidation of or acquisition by or merger with Company, or to a company or entity acquiring all or part of one or more of Company's businesses or facilities that use the goods and/or services provided pursuant to this Purchase Order. In the event that the entity does not acquire all of Company's businesses or facilities that use the goods and/or services provided hereunder, Company has the right to assign a pro-rata portion of this Purchase Order to that entity.

NON-WAIVER

Waiver of any breach or failure to enforce any of the terms or conditions of this Purchase Order or course of conduct at any time shall not limit or waive either party's rights thereafter to enforce or

compel strict compliance with every term and condition hereof

NO AGENCY/INDEPENDENT CONTRACTORS

Contractor will assume all its duties under this Purchase Order as an independent contractor and will not be deemed for any purpose to be an agent, servant, or representative of Company. Company will not have any direct control of Contractor, its employees, agents, or subcontractors in the performance of any of the work hereunder. Nothing contained herein will be construed to be inconsistent with such independent contractor relationship, and Company will have no control over Contractor or its personnel's manner or method of performing the services. This Purchase Order neither creates nor constitutes a joint venture, pooling arrangement, partnership, agency, master-servant relationship, business entity, organization, or combination of any type, whatsoever. Neither Contractor nor Contractor's employees are entitled to participate in any employee benefit program of Company or any of Company's affiliates. Personnel used or supplied by Contractor to perform the services hereunder are employees or agents of Contractor and under no circumstances are such personnel to be considered employees or agents of Company. Contractor shall be responsible for all employer obligations towards all of its employees and agents under all applicable laws, including, but not limited to, payment of their entire compensation, withholding of all income and social security taxes, and workers' compensation. Contractor is responsible for providing duly qualified persons to perform services hereunder. Company may request that Contractor remove and replace any Contractor personnel for any lawful reason, and Contractor will remove any such personnel and provide appropriate replacements. Neither Contractor nor Company shall have the authority to bind the other to any obligation or liability except as provided in this Purchase Order.

NOTICE

All notices hereunder will be deemed given if in writing, or delivered by a nationally recognized overnight delivery service, or sent by courier, to Company or to Contractor at the address set forth in this Purchase Order. No notice will be deemed given unless actually received or unless delivery thereof has been refused.

GENERAL INDEMNITY

Contractor hereby agrees to indemnify defend and hold harmless Company, its affiliated companies, and each of their directors, officers, agents, and employees from and against any loss or expense of any kind or nature (including attorney fees and legal expenses) which relate in any way to: (i) the manufacturer or sale of the goods or the performance of the services which is the subject of this Purchase Order and which arises from any negligence, act, omission, or willful misconduct of Contractor, its subcontractors or any of their officers, agents or employees, or (ii) Contractor's breach of any of the terms or conditions of this Purchase Order.

INVOICING AND PAYMENT

Unless Company otherwise informs Contractor, Contractor shall issue a separate invoice for each shipment of goods delivered by Contractor and, in the case of services, each set of completed services. Contractor shall not issue any invoices before the goods or services are delivered to Company. Contractor shall submit to Company invoices that are correctly prepared, properly supported, and in accordance with the Purchase Order. Unless Company otherwise informs Contractor, payment terms shall be net Sixty (60) days after the receipt by Company of an undisputed invoice. Company may withhold payment of any amounts which are disputed in good faith by Company. The Parties shall endeavor to resolve at the earliest possible date any invoicing matters in dispute. The invoice shall

reflect the face value of the Goods and Services less the corresponding discount and shall comply with all tax and legal requirements as mandated by applicable law.

GOVERNING LAW

This Purchase Order will be construed in accordance with the laws of the United Mexican States without regard to that state's rules on conflicts of law that may direct the application of any other jurisdiction. The Parties expressly and irrevocably submit to the jurisdiction of the Competent Federal Courts located in Mexico City, Mexico, and expressly and irrevocably waive to submit to any other jurisdiction they may be entitled by virtue of their present and future domiciles or for any other reason.

SEVERABILITY

In the event that any portion of this Purchase Order is determined invalid, illegal or unenforceable by any court or other governmental body of competent jurisdiction, the balance of this Purchase Order will be severed from the unenforceable portion and will remain in full force and effect unless a failure of consideration would result.