

**TERMS AND CONDITIONS APPLICABLE TO
PRODUCTS SUPPLIED AND SERVICES RENDERED TO NEMAK**

**ARTICLE 1
Offer and Acceptance**

The Supplier shall be deemed to have unconditionally accepted these terms and conditions (the "Agreement") upon commencement of work with respect to the supply of the Products or the rendering of the Services, notwithstanding the Documents may or may not have been accepted. Any documents of Supplier containing terms in addition to or inconsistent with these terms and conditions, or a rejection of any term hereof or that of the Purchase Order, shall be deemed to be a counter offer to each Nematik client (the "Client") and shall not be binding unless specifically accepted in writing by Client. This Article shall constitute a continuing objection to any such terms or rejections not expressly accepted by Client.

**ARTICLE 2
Purpose and Related Services**

Section 2.1. Purpose.

Where applicable, Supplier shall provide the Services or supply the Products as indicated by Client in the Purchase Order, Statement of Work ("SOW"), award/nomination letter and/or Request for Quotation ("RFQ") (collectively, the "Documents") and shall use its own equipment, tools, personnel, materials, and other elements to fulfill its duties under the Documents.

Section 2.2. Related Services.

If requested by Client, Supplier shall provide any services that are necessary or convenient for the proper use of the Products (the "Related Services").

Supplier shall (a) maintain the ability to manufacture the Products and to accept any purchase order issued by Clients; and (b) provide, upon request of Client, the spare parts required for the operation or use of the Products. These obligations shall remain in full force and effect for a period of 1 year following the latest Purchase Order of each Product.

**ARTICLE 3
Purchase Orders**

Section 3.1. Purchase Orders.

"Purchase Orders" will be issued for one-time purchases of a specified volume of Products requested by Client in the corresponding Purchase Order.

Each Purchase Order may contain, but not be limited to, (i) a number and/or code by which such Purchase Order is identified; (ii) the quantity of Products required; (iii) the date of delivery; (iv) the delivery place; (v) the unit and total price of the Products; (vi) the identification number of the Products; (vii) the means of transportation; and (viii) the applicable Incoterm.

Supplier shall accept or reject any Purchase Order within the three business days following the date of issuance. If Supplier fails to accept or reject the corresponding Purchase Order within such period, it shall be deemed accepted. Once Supplier has expressly or implicitly accepted a Purchase Order, Supplier shall provide the bill of lading and/or any other proof of shipment to Client as soon as possible, but in any case, at least five calendar days before the delivery date.

Section 3.2. Amendment or Cancellation of Purchase Orders.

Client reserves the right to modify or cancel any Purchase Order by providing prior written notice to Supplier within ten business days following the date when the corresponding Purchase Order is deemed accepted.

Section 3.3. Product Quantities; Forecasts and Estimates.

Client shall purchase only those Products ordered in a Purchase Order. This Agreement does not require Client to issue a minimum amount of Purchase Orders or for a minimum amount of Products.

Client may provide Supplier with a forecast of the number of Products or a frequency of Services that Client expects to request within a certain period of time (a "Forecast") or an estimate of the total number of Products that it expects to request (the "Estimate"). Forecasts and Estimates are not binding to Client, with their sole purpose being to inform Supplier of the possible Product or Services requirements of Client.

Section 3.4. Delivery.

Supplier shall deliver the Products and/or render the Services in the Site or Sites, date or dates, and packaging indicated by Client in the Documents. Unless otherwise indicated by Client in the Purchase Order, Supplier shall be responsible for and shall bear the cost of all delivery and discharge maneuvers at the delivery place. The risk of the Products shall be transferred by Supplier in accordance with the Incoterm indicated in the Purchase Order, and the ownership of the Products shall be transferred to Client simultaneously with the risk, unless otherwise indicated in the Purchase Order. All references to Incoterms in a Purchase Order shall be to the Incoterms® 2010 published by the International Chamber of Commerce.

The Supplier shall execute an inspection of the Products prior to shipment. Notwithstanding any warranty period that may otherwise be agreed by Client and Supplier, upon receipt of the Products, Client is only obliged to inspect the Products within a reasonable period of time for clearly recognizable defects or transport damage and identity and quantity deviations. In any case, a notification with regard to these defects shall be deemed to be timely if this takes place within 30 calendar days of receipt of delivery. In the case of all other defects, notification of the defects shall be deemed to be timely if this takes place within 5 business days of Client's knowledge of the defect. Any further obligations of Client to inspect the Products or to provide notification are excluded. Article 8 herein shall set forth the applicable provisions with respect to Defective Products.

Section 3.5. Logistical Agreements.

Client and Supplier may agree (i) that the Products shall be made available on a consignment basis at Client's Site(s); (ii) on the inventory rotation of the Products; (iii) that

Supplier shall maintain a minimum level of existing inventory of Products; (iv) the issuance of production orders and releases; and/or (v) any additional logistical obligations, in each case, by including the applicable terms and conditions in the Documents.

ARTICLE 4 Insurance and Guarantee

Section 4.1. Insurance Policies.

Supplier agrees to maintain a general liability insurance policy, that includes product liability coverage, with an insurer of recognized standing for up to US\$5,000,000 that covers any damage caused by Supplier to Client or any third party, including property damages, bodily injuries, consequential, punitive, moral, pain and suffering and direct damages. Upon request by Client, Supplier must deliver to Client (i) a certificate from the insurer stating that (a) the term of the policy is valid for at least one year; and (b) Clients have been appointed as the preferential beneficiary and additional insured of the policy; and (ii) proof of payment of the policy. The insurance policy shall be maintained by Supplier throughout the term and for a 1-year period following termination of the applicable Document.

If so agreed by Client and Supplier in the Documents, Supplier shall contract such additional insurance as may reasonably be required from time to time.

Section 4.2. Bonds and Guarantee.

If applicable, Supplier shall provide the bond and/or other guarantees indicated in the Documents to ensure performance of its obligations.

ARTICLE 5 Price, Payment, and other Commercial Terms

Section 5.1. Price and Payment.

The price of the Products and/or the consideration to be paid periodically for the rendering of the Services is indicated in the Documents (the "Price"), which shall remain in full force and effect during the term of any Document and for a period of 60 business days following the termination thereof. The Price shall comprise any and all taxes and associated costs due by the Supplier and levied on the Products and/or Services.

Supplier and Client may notify each other the occurrence of extraordinary circumstances that could cause a change to the Price that are consistent with the agreed Price unitary prices and price structures. In this case, the notice must (i) indicate the amount of the possible change in the Price; (ii) describe in reasonable detail the circumstance that could cause a change in the Price, providing any documents that could serve as proof for such circumstance; and (iii) indicate the Products or Services that would be subject to such change in the Price. Client reserves the right to accept or reject any change in the Price.

Supplier represents and warrants that the Price and conditions of supply of the Products and/or Services are (i) equal to or less than the price and equal to or more favorable than conditions offered to Supplier's clients who purchase products and/or services similar to the Products and/or Services in similar quantities; and (ii) competitive with the price and conditions offered by other suppliers selling products or rendering services similar to the

Products and/or Services in similar quantities and quality. If (a) Supplier reduces its prices or offers more favorable conditions to any of its customers for services and/or products similar to the Services and/or Products; or (b) Client finds a supplier who offers or sells products or services similar to the Products and/or Services at a lower price or under more favorable terms, then Supplier shall (1) match the Price to the price of the products and/or services offered to such customers or extend the more favorable condition to Clients; or (2) match the Price to the price offered by any other supplier who offers or sells products similar to the Products and/or Services identified by Client. This provision shall not be construed as requiring the Client or Supplier to violate any applicable laws, including, without limitation, antitrust laws or economic regulations.

Unless otherwise agreed by Client and Supplier, Supplier agrees to reduce the Price of the Products or Services upon any improvement in productivity or efficiency in the production of the Products or provision of the Services.

Section 5.2. Rebates.

Supplier shall grant the rebates set forth in the Documents.

Section 5.3. Billing and Payment Term.

Supplier agrees to comply with the billing and payment requirements established and communicated by Client from time to time.

Supplier shall issue an invoice based on the Purchase Orders issued by Client or based on the Services agreed with Client. The invoices must meet all requirements set forth in applicable laws.

Once Client receives an invoice that (i) complies with applicable law requirements; and (ii) has not been disputed by Client, then Client shall make payment of the invoice within the agreed payment term (the "Payment Term") by wire transfer to the bank account designated by Supplier. For clarity purposes, the Payment Term shall commence on the day in which (a) Client has received the Products and/or the Services have been rendered, as agreed by Client and Supplier; (b) an invoice that complies with the requirements indicated in subsection (i) and (ii) of this paragraph has been received by Client; and (c) Client has satisfactorily registered the receipt of the Products and/or Services as provided in the billing and payment requirements. Once the Payment Term has lapsed, the payment of an invoice shall be made on the following payment date as per Client's general supplier payment calendar.

Supplier acknowledges that the payment made by Client does not imply that the Products conform with the SOW, Specifications, descriptions or R&Ws.

Supplier shall not assign any accounts receivable unpaid by Client. Notwithstanding the foregoing, Supplier may only assign one or more accounts receivable to entities that have been previously authorized by Client to carry out factoring transactions with its supplier base.

Client has the right to deduct, set-off or withhold in good faith any payment to Supplier for any indebtedness related or not to this Agreement or any Documents. Client shall provide notice to Supplier at least 1 calendar day before the day in which such deduction, set-off or

withholding is made, as the case may be, describing the reason for the deduction, set-off or withholding.

ARTICLE 6
Representations and Warranties

Section 6.1. Representations and Warranties.

Supplier represents and warrants that (collectively "R&Ws"):

- (i) it is duly organized and existing under the applicable laws of its place of incorporation;
- (ii) its representative has any and all necessary authority to enter into and be bound by this Agreement or any Documents;
- (iii) the execution and performance of this Agreement or any Documents do not contravene its organizational documents, and it has the capacity, means, experience and infrastructure necessary to supply the Products and/or render the Services, pursuant to the terms herein or therein;
- (iv) it acknowledges, understands and agrees to comply with Client's visitors, internal security, environmental, health, hygiene, environmental, and other policies;
- (v) it has obtained the licenses, permits, registrations, certificates, and any other authorization necessary for the execution and performance of this Agreement or any Documents;
- (vi) the Products shall be free from any flaws, defects, or errors in their design, manufacture, materials, components, labor, assembly or any other;
- (vii) the Services shall be rendered free from any flaws, defects or errors, and be performed professionally and with the agreed quality standards;
- (viii) the Products shall comply with the SOW and descriptions that correspond to each Product, as well as to its components;
- (ix) the Products shall be safe, merchantable, fit for the use and purpose for which they are intended, designed or normally employed;
- (x) the Services shall be performed using generally accepted safe work practices and procedures;
- (xi) it shall comply with applicable law;

- (xii) if applicable, the Products shall be free from any liens, encumbrances, judgments, orders or requests from any governmental authority, and shall not be the subject to any trust, purchase or sale option, or any other contract;
- (xiii) it is the lawful owner of the intellectual property rights (including any trademark, patent, trade secret, know-how, design, and copyright) associated with the Products and/or Services, and it has the right to use, export, import, and/or sell the Products and any component thereof;
- (xiv) it shall not infringe or violate applicable law or intellectual property rights of any third party;
- (xv) it has not manufactured, contracted to have manufactured for, or supplied any products or Products that contain Conflict Minerals (as defined below);
- (xvi) none of Supplier, any of its directors, officers, agents, employees, advisors, shareholders, or, to the knowledge of Supplier, any of its suppliers or subcontractors, (a) is a Sanctioned Person, or (b) carries out any business in a Sanctioned Country;
- (xvii) it has not directly or indirectly (a) lent, contributed, made funds available, entered into contracts or otherwise done business with any Sanctioned Person or in a Sanctioned Country, or (b) sourced any raw materials necessary to produce the Products or materials necessary to render the Services from any Sanctioned Person or Sanctioned Country;
- (xviii) there shall be no claim, lawsuit or action, or any threat thereof against Supplier or Client related to a violation of intellectual property rights derived from or related to the purchase, use, export, import, and/or sale of the Products and of any component thereof; and
- (xix) it has entered into contracts with various companies for (a) the supply of raw materials necessary to produce the Products, and (b) the supply of any materials or personnel necessary to render the Services, without any legal inconvenience to continue to do so.

ARTICLE 7

Corporate Social Responsibility

Section 7.1. Corporate Social Responsibility.

Supplier acknowledges Client's commitment to corporate social responsibility through the production chain of its products. Client has implemented and could implement various internal policies and codes of conduct applicable to Supplier's operations, and to the conduct of its employees, advisors, shareholders, suppliers and subcontractors.

Therefore, Supplier shall read and comply with the internal policies, and any amendments thereto, that are published from time to time by Nematik on the following website: www.nematik.com. Additionally, Supplier shall cause its employees, advisors, representatives, shareholders and suppliers to comply with such internal policies.

Section 7.2. 10 Principles of the United Nations Global Compact.

Client has decided to follow the 10 Principles of the United Nations Global Compact and to require that participants in the production chain of its products, including Supplier, follow and be bound by such principles.

Supplier agrees to abide by the 10 Principles of the United Nations Global Compact, and shall therefore (i) support and respect the protection of internationally proclaimed human rights; (ii) ensure that it is not complicit in human rights abuses; (iii) uphold the freedom of association and the effective recognition of the right to collective bargaining; (iv) refrain from using or contracting with companies that use forced or compulsory labor; (v) refrain from employing or contracting with companies that employ minors; (vi) refrain from incurring or contracting with companies that incur in discrimination in respect of employment and occupation; (vii) support a precautionary approach to environmental challenges; (viii) undertake initiatives to promote greater environmental responsibility; (ix) encourage the development and diffusion of environmentally friendly technologies; and (x) work against corruption in all its forms, including extortion and bribery.

Supplier shall not manufacture, contract to manufacture, or supply any products or Products that contain Conflict Minerals, as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended. For clarity purposes, “Conflict Minerals” refer to any minerals which originate in the Democratic Republic of the Congo or other adjoining country, the exploitation and trade of which is determined to be financing conflict characterized by extreme levels of violence and contributing to an emergency humanitarian situation in the Democratic Republic of the Congo or other adjoining country.

Section 7.3. Sanctions Compliance.

Supplier will not directly or indirectly lend, contribute, make funds available, enter into contracts or otherwise do business with any Sanctioned Person or in any Sanctioned Country.

Section 7.4. Code of Conduct; Global Business Code for Suppliers.

Supplier agrees to read and comply with Client’s code of conduct, Client’s Global Business Code for Suppliers, and any amendments thereto, published by Client on the following website: www.nemak.com. Likewise, Supplier shall cause its employees, advisors, representatives, shareholders and suppliers to comply with said code of conduct and Global Business Code for Suppliers.

Section 7.5. Workplace, Industrial Safety and Environment.

Supplier shall comply with, and shall cause its subcontractors and suppliers to comply at all times with, the environmental and safety standards and procedures and any other regulations communicated by Client, and with any other laws, regulations, and decrees concerning the environment and industrial and workplace safety.

Section 7.6. Compliance with Applicable Laws.

Supplier shall comply with, and shall cause its subcontractors and suppliers to comply at all times with any laws, regulations, decrees, and any other applicable regulations, and all permits and licenses that are necessary according to applicable law, without charge to Client.

Section 7.7. Relationship of the Parties.

Supplier shall perform its obligations under this Agreement and any Documents with its own equipment, tools, and personnel, and shall be solely liable for any work-related accidents and/or occupational injuries affecting any of its agents and/or employees, or those of third parties contracted by Supplier. Supplier accepts that it shall be considered as the sole employer of the personnel used for the Services being rendered, and shall be under its immediate subordination and direction, in accordance with the applicable labor laws. In addition, Supplier agrees to be responsible for the direct payment of ordinary and extraordinary salaries, holidays, bonuses, seniority benefits, accidents, disabilities, dismissals, as well as any other labor and social security obligations and benefits. Client shall not, in any way, be considered as a substitute employer of Supplier's personnel or of the personnel employed by Supplier's subcontractors.

Supplier shall indemnify, defend and hold Client, its affiliates, subsidiaries, parent company and their respective directors, shareholders, employees, agents, successors, and assigns harmless from any individual or class action lawsuit, as well as from any claim of Supplier's employees, even if Client is sued and summoned but does not appear before the competent court.

ARTICLE 8

Returns, Re-Render, and Late Deliveries

If Client reasonably determines that the Products are defective or that Services have been rendered unsatisfactorily (despite the fact that the Products or Services have been accepted at the time of delivery or even paid) and/or that they do not comply with the SOW, descriptions or R&Ws ("Defective"), Client shall provide notice to Supplier of such circumstance.

If Client determines that certain Products or Services are Defective, then Client reserves the right to (i) return the Products or request the re-rendering of Services at Supplier's cost; (ii) be indemnified by Supplier for any damages or losses and from any action that Client must carry out, including plant or production lines closures or stoppages, or voluntary recall of the Product; (iii) request that a third party or Supplier repair or replace the Defective Products or re-render the Services, in both cases at Supplier's cost; (iv) obtain substitute products or services of the Products or Services at Supplier's cost; and (v) to demand payment of the liquidated damages set forth in this Agreement or any Documents. In addition, Supplier shall submit a corrective action plan to resolve the root cause of the Defective Products.

If Client decides to return the Defective Products or reject the Defective Services, then Supplier shall pay Client the costs incurred in returning the Defective Products or rejecting the Defective Services and, at Client's option, (a) Supplier shall send replacements of the Products deemed Defective Products without any additional cost or re-render the Services; or (b) Supplier shall deliver to Client a credit note for the value of the Defective Products or Defective Services.

Client may authorize Supplier to collect the Defective Products, at its own cost, within a period agreed by Client and Supplier. If Supplier does not collect the Defective Products, Client reserves the right to (1) charge Supplier a reasonable commission for the storage of

the Defective Products until the date that Supplier collects such Defective Products; or (2) dispose of the Defective Products at Supplier's cost.

Supplier further acknowledges and agrees that any return of Defective Products, regardless of the reason, shall be at its own cost, including the costs of loading and unloading the Defective Products.

If Supplier is not able to deliver the Products or render the Services on the date indicated in the Purchase Order, Client shall have the right to (1) request that the Products be sent expeditiously by any alternative transportation selected by Client at Supplier's cost; or (2) cancel the Documents without any liability to Client.

ARTICLE 9

Liquidated Damages and Termination

Section 9.1. Liquidated Damages.

Supplier acknowledges and agrees that timely and complete performance with its obligations under this Agreement or any Documents is of the essence to Client, and that any breach, partial or total, or delay in the performance of its obligations would cause damages to Client.

Section 9.2. Non-Exclusive Supply.

Nothing mentioned herein will (i) limit Client's right to purchase Products or contract Services from any third parties; or (ii) imply that Client will issue Purchase Orders or that Client will continuously request the same volume of Products or frequency of Services, or continue requesting any Products or Services.

Section 9.3. Notice of Default.

Should Client identify a breach or default of one or more obligations of Supplier, Client shall notify Supplier within a reasonable time and shall, if possible, show reasonable evidence of the corresponding breach or default (the "Notice of Default"). The number of days in breach or default shall be counted as of the first calendar day in which the breach or default occurred.

Section 9.4. Termination.

Client shall have the right to terminate this Agreement or any Documents at any time by giving written notice to Supplier at least 30 calendar days prior to the effective termination date.

Client shall have the right to terminate this Agreement or any Documents if Supplier fails to perform any of its obligations under this Agreement or any Documents.

Supplier may terminate this Agreement or any Documents if Client fails to perform any of its obligations and such breach is not remedied within a reasonable time following the date in which Supplier notifies such breach to Client. If such were the case, Client shall pay any accrued and unpaid amounts under this Agreement or any Documents. Termination of this Agreement or any Documents due to breach of one of the Clients does not imply the termination of this Agreement or any Documents with respect to the other Clients.

ARTICLE 10
Miscellaneous

Section 10.1. Term.

These terms and conditions shall remain in full force and effect so long as any Purchase Order or other Documents is in full force and effect.

Section 10.2. Order of Precedence.

In the event of a conflict in the Documents, the order of precedence will be: (a) the applicable Purchase Order; (b) the SOW; (c) the award/nomination letter; (d) the RFQ; (e) these terms and conditions; (f) any exhibits, attachments, schedules, and documents included or referenced in the Documents.

Section 10.3. Clients.

The issuance of a Purchase Order by Client will constitute such Client's consent to be bound by the terms and conditions set forth in this Agreement and any Documents.

Supplier agrees that the obligations of Clients under this Agreement or any Documents are several but not joint. Therefore, each Client shall be individually liable for its performance and compliance with its obligations under this Agreement or any Documents.

References to "Client" shall include each and any Client, on an individual basis, and references to "Clients" shall refer to all Clients, collectively.

Section 10.4. Indemnification.

Supplier agrees to indemnify, defend and hold Client, its affiliates, subsidiaries, shareholders, directors, employees, agents, successors and assigns harmless from any individual or class action lawsuit, as well as from any damages, fines, penalties and costs (including but limited to reasonable attorney's fees and trial expenses), proceedings, liabilities, liquidations, losses, claims, payments, lawsuits, actions, recoveries and judgments, incurred by any Client as a result of the breach by Supplier of any representation, warranty, or obligation set forth in this Agreement or any Documents.

The rights granted to Client under this Section are independent of and in addition to any other rights to which Client may be entitled under applicable law.

Section 10.5. Confidential Information and Personal Data.

Receiving Party shall, and shall cause its representatives to, keep the Confidential Information confidential at all times. The term "Confidential Information" shall mean any information property of or in the possession of Client or Supplier (the "Disclosing Party"), that is or has been provided or otherwise disclosed to Supplier or Client, as the case may be (the "Receiving Party"). Confidential Information may include, without limitation, any technical, operational, administrative, commercial, legal, business and systems information, as well as data, personal information, know-how, market, financial, sales, costs, and other materials that are provided to Receiving Party by Disclosing Party, regardless of how the Confidential Information is maintained, provided, discussed, disclosed or made available to Receiving Party. Supplier shall read and comply with the information security requirements, and any amendments thereto, set forth in Client's Global Business Code for Suppliers.

Section 10.6. Force Majeure.

Any non-performance or delay in performance by Supplier or Client (the “Nonperforming Party”) shall not be considered a breach or default if such non-performance or delay is due to a fire, flood, severe storm, explosion, war, insurrection, terrorism, or earthquake. If Supplier is the Nonperforming Party, then Client shall have the right to: (i) acquire the Products at a reduced price; (ii) cancel any Purchase Order; and/or (iii) terminate this Agreement or any Documents if Supplier is prevented from fully complying with its obligations for more than 5 calendar days.

Section 10.7. Assignment.

Supplier shall not assign, in whole or in part, any of its rights or delegate any performance under this Agreement or any Documents, either by agreement or by operation of law, except with the prior written consent of Client. Any assignment or delegation in violation of this Section is void. Client reserves the right to assign any of its rights or delegate any performance under this Agreement or any Documents to any of its affiliates, subsidiaries or shareholders, by providing written notice to Supplier at least 5 days prior to the assignment or delegation.

Section 10.8. Amendment and Waiver.

Client may amend these terms and conditions from time to time. Any updated version of these terms and conditions shall be published on the following website: www.nemak.com. No provision of this Agreement or any Documents may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. Each waiver shall be effective only in that instance and for the purpose that it is given, and shall not be construed as a waiver on any future occurrence. The rights of any Client shall be enforceable separately or jointly with any other Client, and are cumulative to any rights or remedies provided by applicable law.

Section 10.9. Non-Solicitation.

To the extent permitted by law, Supplier shall not, and shall cause its affiliates, subsidiaries and shareholders not to, directly or indirectly, offer employment or hire any employee of Client or their respective affiliates, subsidiaries or shareholders. This obligation shall survive for a period of 1 year after termination of this Agreement or the Documents.

Section 10.10. Headings

The headings placed before each of the Articles or Sections of this Agreement are for convenience of reference only and are not intended to affect the interpretation of this Agreement.

Section 10.11. Severability.

If any provision of this Agreement or any Documents is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. Supplier and Client agree to negotiate in good faith to amend the Article or Section that has been held invalid, illegal or unenforceable, so as to replace it with a valid, legal and enforceable provision which will, from a commercial standpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the Client and Supplier.

Section 10.12. **Survivability.**

Notwithstanding the provisions regarding term and termination of this Agreement or any Documents, the rights and obligations set forth in Section 2.2, Article 4, Sections 6.1(vi), 6.1(vii), 6.1(viii), 6.1(ix), 6.1(xi), 6.1(xii), Section 7.6, Article 8, Section 10.3, Section 10.4 and Section 10.5 shall survive the term or early termination of this Agreement or any Documents for a period of 3 years following the end of the term or early termination of this Agreement or any Documents. Provisions that set forth a different survivability period shall survive for the period set forth in any such provision.

Section 10.13. **Taxes.**

Client and Supplier shall each be responsible for the payment of their corresponding levies, duties or other taxes imposed by applicable law. However, import duties and expenses shall be paid in accordance with the applicable Incoterm.

Notwithstanding, Supplier shall provide to Client any information or document reasonably requested (i) to make any tax deductions; (ii) to prove the payment of any taxes, duties or levies; (iii) to show them to the governmental authorities; or (iv) for any other reason.

Section 10.14. **Governing Law and Forum.**

The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any Documents.

All matters arising out of or relating to this Agreement or any Documents shall be governed by the laws of the place of incorporation of the Client purchasing the Products or Services, without giving effect to its conflicts of law principles.

Any legal action or proceeding arising out of or relating to this Agreement or any Documents may be brought before the competent courts in (i) the place of incorporation of the Client purchasing the Products or Services; (ii) the place where the Products are located at the time in which any proceeding is initiated; or (iii) the city in which Client has its registered address or corporate address.