

WESCO Distribution de México, Srl
Terms and Conditions of Purchase

1. The following terms, together with the terms set forth in the following purchase order issued by WESCO Distribution de México, Srl ("Buyer"), with such specifications or other documents incorporated by reference in this order and with such other or additional terms approved in writing by the Buyer, constitute the Buyer's offer to the person to whom the purchase order is addressed (the "Seller"), to purchase the goods described in this order (the "Products"). This offer is expressly conditioned on the acceptance by the Seller of the terms and conditions contained or incorporated by reference in this purchase order and does not constitute an acceptance by the Buyer of the terms contained in any quotation, proposal or other communication made by the Seller. The Buyer hereby notifies the Seller of its objection to any contrary or additional term. This purchase order shall be deemed accepted by the issuance of an acceptance document by the Seller, at the time of shipment by the Seller of any of the Products or (if such Products are conditioned on a specific manufacture by the Buyer) from the start of the manufacture of said Products. Any reference set forth herein in connection with any proposal, quotation or other communication made by the Seller shall, except as expressly set forth in this document, be deemed to be limited to the description of the Products, as well as to the terms set forth or incorporated in this purchase order by reference.
2. The price for the Products shall be that specified in this order. The Seller may not fill this order with a different price, unless previously agreed in writing with the Buyer. The price shown in this order includes (i) all charges by the Seller for packing, containers, and transportation to the point of delivery; and (ii) all applicable taxes except taxes which the Seller is required by law to collect from the Buyer.
3. The Buyer shall have the right to cancel this order without prejudice to the reasonable expenses that the Seller may have incurred if the delivery has not been made within the time period set forth herein, or, if no time period has been established, because the delivery was not made within a reasonable period of time.
4. The Buyer reserves the right to withhold the amounts owed to the Seller, to offset the amounts credited by the Buyer to its customers with respect to returns or any other obligation of the Seller under this order or otherwise.
5. In addition to all warranties granted by the Seller or implied by law, the Seller warrants that the Products shall be free from defects in labor or materials, shall be marketable and appropriate for all indicated purposes, or which may be reasonably inferred from any description or specification contained in this order. The Seller also warrants that all Products supplied will be free from defect in design, manufacture and/or otherwise. These warranties shall survive inspection, test, acceptance of, and payment for the Products. These warranties shall be in addition to any other warranties that may be available to the Buyer by law, contract or these terms.
6. The Seller shall comply with the Buyer's shipping and billing instructions as shown in this order. Title to and risk of loss of the Products shall pass to the Buyer upon delivery of the Products in accordance with the shipping terms specified by the Buyer. The Seller understands that the Buyer establishes its customer and other third party obligations in reliance on the Seller's timely performance of this order and that time is of the essence in Seller's performance.
7. The Seller shall indemnify the Buyer and its affiliates and subsidiaries for any liability, damages, losses, claims, demands, actions, costs or expenses (including actual fees for attorneys, experts and consultants) occasioned by, resulting from, or arising out of any claim, by whomever asserted and regardless of nature or kind, including without limitation, for personal injuries (including death) and damage to property, whether in tort or under contract, directly or indirectly, in whole or in part occasioned by, resulting from, or arising out of (i) any defect in the Products supplied by the Seller; (ii) any breach or noncompliance by the Seller with any of its representations, warranties or obligations under this order or (iii) any negligence or fault of the Seller in connection with the design, production, or manufacture of the Products. The Seller also shall indemnify Buyer, its successors, assigns, agents, customers and users of the Products against any liability, damages, losses, claims, demands, actions, costs or expenses (including actual fees for attorneys, experts and consultants), which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent, copyright, industrial design, right or other intellectual property rights in the manufacture, use or disposition of the Products.
8. This order or any right to receive payment or other right arising from this order may not be assigned or transferred without the written consent of the Buyer. The terms and conditions of this order shall bind any permitted successors or assigns of the Seller.
9. The representatives of the Seller undertake that all goods delivered in accordance with this order have been prepared in accordance with the applicable quality standards, among which are compliance with the Mexican Technical Standards (*Normas Oficiales Mexicanas*), and shall comply with all applicable laws and regulations.
10. All subcontractors, sellers and suppliers are notified that it is the policy of WESCO Distribution de Mexico, Srl to provide equal employment opportunities and to observe the applicable federal, local and municipal laws. The subcontractors, sellers and suppliers shall ensure that they observe such laws.
11. The Buyer has the right to terminate this order at any time, through the payment of reasonable penalties which may be established in policies existing at the time of the purchase or which have been or may be agreed by the Seller and the Buyer. Such right is in addition to all rights set forth in this order or by applicable law with respect to the cancellation which may occur due to breach by the Seller. The remedies in the terms contained herein are cumulative and in addition to any other remedy provided by law. The waiver or failure of the Buyer in insisting in any one or more instances upon the performance of any obligations of the Seller under this order or otherwise not be construed as waiver of Buyer's right to demand the future performance of such obligations.
12. The Seller warrants that any work carried out and/or equipment delivered under this order complies with all the requirements of applicable state or municipal law on the subject of health and safety, which shall have jurisdiction with respect to the place where the equipment is shipped or where the work is carried out in accordance with this order.
13. Neither the Seller nor the Buyer shall be liable for damages for delay in or prevention of its performance of this order arising out of causes beyond its reasonable control including, but not limited to, acts of God (*caso fortuito o fuerza mayor*) but excluding strikes, lockouts or other labor disputes. It shall be a condition of excuse under this paragraph 13 that the party seeking excuse notifies the other party in writing within ten (10) days after the beginning of any cause which may excuse performance under this paragraph. If all or any material portion of the Seller's performance under this order is excused under this paragraph for a period exceeding sixty (60) days, the Buyer shall have the right to terminate this order immediately upon written notice to the Seller without further liability or obligation to Buyer.
14. This order shall be governed by the laws applicable in the State of Mexico, Mexico, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The Seller and the Buyer agree that any suit, action or proceeding brought by either party against the other party related to this order will be brought solely in the courts of Tlalnepantla, Mexico, and Seller and the Buyer waive any other forum that they may be entitled to because of their current or future addresses or for any other reason whatsoever.