

## Purchase Order Terms and Conditions

The term "Goods" refers to all materials, supplies, equipment, parts, accessories, ingredients and other items to be sold or leased to O-I hereunder, and unless the context otherwise requires, shall also include installation and other Services related or not to the Goods which Seller has agreed to provide. The term "Services" refers to all services of any nature whatsoever ordered or required by O-I hereunder, whether or not in connection with the purchase of Goods.

**1. Acceptance and Applicable Terms:** Upon (i) receipt by O-I of an express acceptance by Seller, regardless the means used for such purpose, including without limitation, verbal or written communication, through the use of electronic means, optical means or any other technology, or (ii) shipment of Goods, or (iii) the commencement of a Service, this purchase order (this "Order") shall be deemed for all legal purposes accepted, either expressly or tacitly, by Seller and this Order shall become a legally binding, valid and enforceable contract between O-I and Seller subject to the terms and conditions herein, including all provisions set forth on the face of this Order. Any term or condition previously or subsequently stated by Seller regarding this Order shall be considered to be a proposal for addition to this Order and shall not become part of the same unless expressly accepted in writing by O-I. This Order is limited to the terms and conditions specified on the face and reverse of this document and any attachments made hereto by O-I. O-I does not agree to any proposed addition, alteration or deletion by Seller and O-I's failure to object to any such addition, alteration or deletion shall not be deemed a waiver of the terms and conditions set forth herein. These terms and conditions can be varied only by a writing signed by O-I. Any statement or writing of Seller shall not alter, add to or otherwise affect these terms and conditions. If this Order has been issued by O-I in response to Seller's offer, the issuance of this Order by O-I shall constitute an acceptance of Seller's offer subject to the express conditions that Seller assents to the additional, different and conflicting terms and conditions in this Order and acknowledges that this Order constitutes the entire agreement between Seller and O-I with respect to the subject matter hereof and the subject matter of Seller's offer. Seller shall be deemed to have so assented upon the shipment of Goods by Seller or the beginning of performance of Services by Seller. This writing does not constitute a firm offer, and may be revoked at any time prior to acceptance. O-I reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. O-I shall not be subject to any charges or other fees as a result of such cancellation.

**2. Delivery:** Time is of the essence in the performance of this Order. Goods shall be delivered in the time, form and with the specifications required by O-I as established on the face of this Order. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. If dates are not specified on this Order, Seller shall procure materials, fabricate, assemble and ship Goods only as authorized by shipment releases O-I issues to Seller. If no method of shipment is specified in the Order, Seller shall use the least expensive carrier. Shipments must equal the exact amounts identified in the Order and no partial shipments, changes or substitutions in specifications may be made without O-I's prior written consent. In the event Seller fails to deliver the Goods within the time specified and/or the same do not comply with the requested specifications, O-I may, at its option, decline to accept the Goods and terminate the Order or may demand its allocable fair share of Seller's available Goods, terminate the balance of the Order and demand the full refund of any amounts previously paid. O-I's acceptance of late shipments or partial shipments shall not constitute a waiver of any of O-I's rights to collect damages for Goods not delivered or for late delivery. Seller shall report to O-I any delays in a schedule immediately as they become known to Seller. O-I reserves the right to cancel this Order and effect cover if Seller cannot comply with the schedule(s) indicated on this Order and/or the Goods do not comply with the requested specifications. O-I may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation. O-I may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. Unless otherwise specified, the Goods Seller sells to O-I shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with Good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular Goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Seller agrees to mark all containers with necessary lifting, handling, and shipping information. Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment. O-I's order number must be shown on all packages, invoices and correspondence. If it becomes necessary for Seller to ship by a more expensive mode than specified on the face of this Order in order to meet a schedule, Seller shall pay any resulting premium transportation cost unless Seller can establish to O-I's satisfaction that the necessity for the change in routing is occasioned by force majeure events.

**3. Provision of Services.** The Seller will provide the Services according to the time, form, location and specifications determined in the Order to the satisfaction of O-I, using its infrastructure, equipment, tools, know-how, being able to use any material or human resource that is necessary or convenient for the provision of the Services. In the event that the Seller contracts any third parties to provide any material or human resources, or to provide any service necessary for the compliance with this Order, the Seller shall notify O-I of said situation, and shall be liable to O-I, for the acts or omissions of said suppliers and/or subcontractors. Unless otherwise expressed in writing by O-I, the Services will be performed during working days and usual working hours for O-I. If the Seller does not provide the Services in the specified time and/or according to the requested specifications, O-I at its discretion shall: (i) refuse to accept the Services, terminate this Order and demand the full refund of any amounts previously paid; or (ii) require the Seller to deliver any deliverables of the Services in the state in which they are found. O-I must pay only the portion of the Services actually performed up to that moment. O-I reserves the right to cancel this Order if the Seller cannot comply with the execution time of the Services indicated therein. If deemed necessary, O-I may order the total or partial suspension of the Services, for as long as it deems appropriate, without this being grounds for the Seller to request an extension to the time in the execution of the Services or an increase in the price.

**4. Volume.** O-I will not be obliged to buy any minimum amount of Goods, or request a minimum of Services to the Seller, so O-I will acquire the amount of Goods and/or Services that it considers necessary or convenient from time to time notwithstanding any custom or presumption that could arise between the Parties once this Order has been issued.

**5. Term.** Unless expressly provided otherwise in this Order, its validity shall commence from its date of issuance and shall continue in effect until all Goods are delivered and/or all Services specified therein are concluded, to the satisfaction of O-I. Notwithstanding the above, O-I has the right to terminate this Order in advance by giving at least 15 (fifteen) days notice.

**6. Risk of Loss:** Regardless of the method of shipment used, risk of loss for all Goods specified in this Order shall be as specified on the face of this Order. If not specified, the risk will be at all times of the Seller, until O-I accepts the delivery of the Goods in writing and subject to the terms of the warranties granted on this Order.

**7. Inspection:** O-I shall have the right, but not the obligation, to inspect at any time the Goods and/or the performance of the Services, with the purpose to confirm that they are being delivered or executed according to the specifications of this Order. O-I may inspect and reject all nonconforming Goods and Services within a reasonable period of time after delivery. O-I may choose, at Seller's risk and expense, to either hold nonconforming Goods pending Seller's instructions or ship them to any Seller's address shown on the face of this Order. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. In addition to O-I's other rights, O-I may charge Seller all expenses of unpacking, examining, repacking, and reshipping such Goods. Payment for Goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that O-I may have against Seller.

**8. Price:** Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing by O-I. If no price is shown, Seller must notify O-I of the price and O-I's acceptance must be obtained in writing before filling the Order. Except as otherwise provided herein, the prices include all costs and charges to be incurred by Seller, including, without limitation, installation and other service charges, all applicable federal, state and local taxes and duties, all wages and fees for Services and materials, all charges for transportation, packing, label, packaging and returnable containers, all costs of design, engineering and development, and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns, and similar property that may be obtained or required by Seller for use in the manufacture, fabrication or assembly of the Goods or performance of the Services called for by this Order. Pricing is inclusive of all applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of this Order. Unless another currency is specified on this Order, all monetary amounts are deemed to be expressed in Mexican pesos.

**9. Invoices:** Invoices must be issued in arrears and must reference the Order number, item (Goods and/or Services) number, description of items (Goods and/or Services), sizes, quantities, technical specifications, unit prices and extended totals. Taxes, if any, that are to be collected by Seller, shall be stated separately and shall be remitted by Seller to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable O-I to obtain appropriate credit for any taxes charged. Seller shall also separately state shipping costs, duties, customs, tariffs, imposts and government imposed surcharges on Seller's invoice. Each invoice submitted by Seller must be provided to O-I within ninety (90) days of completion of the Services or delivery of Goods. Seller's submission of an invoice shall give rise to a presumption that the charges are the full amount Seller is due for the Goods or Services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Seller may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to O-I that establishes the validity of Seller's claim for underpayment. If an invoice, supplemental invoice or supporting documentation are not furnished within six (6) months after the date Goods are delivered or Services are completed, or three (3) months after the date of submission of the original invoice, the claim shall be conclusively presumed waived.

**10. Payment:** O-I shall pay all invoiced amounts within sixty (60) days after the date (i) O-I receives an accurate invoice from Seller that includes all of the information specified in this Order; and (ii) the relevant invoice has been successfully uploaded by Supplier to O-I's invoice processing website (<https://oigateway.o-i.com/iri/portal> or any other website indicated by O-I). O-I's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Payment is made when O-I's remittance notice is transmitted. Payment shall not constitute acceptance of Goods and/or Services. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon the date of the remittance notice. O-I shall receive invoices within three (3) business days of invoice date.

**11. Taxes:** Seller agrees to assume exclusive liability under all laws that impose taxes or other exaction on the manufacture or sale of the Goods, or the provision of Services to be furnished hereunder or any component part thereof, or on any process or labor involved therein, or on any Services to be rendered by Seller, and to pay any and all such taxes except for sales, use, retailers occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the Goods Seller supplies, which Seller is required by law to collect from O-I. Prices shall not include any taxes for which Seller can obtain, or O-I can furnish, an exemption.

**12. Warranties:** (a) Seller warrants that it will diligently perform its Services to the highest degree of workmanship and that all Goods and Services shall be free from defects in workmanship and material and shall be in conformity with specifications, designs, drawings, samples, advertising materials, descriptions or performance criteria referred to herein, if any, and if Seller's design, shall be free from design defects. Seller further warrants that, unless otherwise agreed, all Goods shall be new and merchantable, will be free of any third party rights, encumbrance, judgement, order or requirement of a court or authority and/or trust and that all Goods and Services shall be fit for O-I's particular purposes. Seller warrants that it has Good title to the items to be sold to O-I and O-I shall obtain good title to such Goods free of all liens. Seller warrants that the sale of Goods and performance of Services under this Order will not conflict with, or be prohibited by, its bylaws, in the case of an entity, or any other agreement or statutory restriction to which Seller is bound. Seller warrants that the Goods, Services and production, packaging and delivery thereof, shall be in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, official standards, orders, decrees and all other norms that may be applicable. Seller agrees that it will make spare parts available to O-I for a period of five (5) years from the date of shipment of Goods at Seller's then current price, less applicable discounts. On request or as required by applicable law, Seller shall furnish O-I certificates of compliance with all applicable laws, orders and regulations of the federal or any state or municipal government or agency thereof, or any standards, which apply to this Order. Seller shall furnish O-I with a Material Safety Data Sheet (*Hoja de Datos de Seguridad* or *HDS* for its acronym in Spanish) disclosing all potentially hazardous substances in any Goods which Seller sells or offers for sale to O-I. Potentially hazardous substances shall include, but shall not be limited to, those substances regulated under the applicable Mexican Official Standards. Seller shall label containers and package all Goods in accordance with the labeling laws of United Mexican States ("Mexico"). (b) Seller agrees to comply with all applicable Federal laws, regulations, orders and rules pertaining to a subcontractor under a government contract and to certify such compliance in the form requested by O-I to comply with its obligations as a supplier to the government. (c) It is O-I's intention not to purchase any Goods that contain asbestos or asbestos components in the Goods to be supplied by Seller. Seller warrants that all Goods to be supplied by Seller under this Order are free of asbestos, except to the extent that such asbestos is specifically identified in writing by Seller and specifically accepted in writing by O-I. (d) Seller further warrants that O-I shall have the right to use and sell all work product and Goods

provided hereunder and that Seller has full power to enter into, and to perform fully pursuant to the provisions of, this Order and that no Goods or Services or the provision, use or sale thereof shall in any way infringe upon or violate any rights of any party whether they be patent, trademark, trade secret, copyright, contractual or otherwise. (e) All express warranties shall survive inspection, testing, and acceptance of the Goods by O-I and expiration or termination of this Order and shall be in addition to all warranties, express, implied or statutory. (f) All warranties shall inure to O-I, its customers and subsequent owners or consumers of the Goods or Services covered hereunder or the end products of which they are a part. (g) All warranties shall be construed as conditions as well as promises.

**13. Indemnification:** Seller agrees and is responsible to indemnify, hold harmless, and at O-I's request, defend O-I, its officers, directors, customers, agents and employees (collectively, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, and expense, including attorney's fees and costs of litigation in defense or enforcement of this provision sustained by any of the Indemnified Parties on account of any breach of contract or warranty and/or representation, the falsehood or inaccuracy of any of the Seller's statements, the violation by the Seller and/or its employees and/or suppliers of the Governing Law, negligence, strict liability or other tort, damage to operation, financial claims, infringement of patents or other intellectual property rights, property damage or personal injury (including death resulting therefrom) sustained or alleged to have been sustained by any person or persons, including but not limited to employees of O-I, Seller and subcontractors, arising out of or in any way connected with or attributable to the performance or nonperformance of this Order by Seller, its subcontractor(s) and their respective employees and agents, or defects in Goods, material or equipment furnished hereunder, except to the extent that the separate intervening negligence of O-I is the sole and proximate cause of such loss, liability or expense. Seller shall not settle any such suit or claim without O-I's prior written approval. Seller further agrees that O-I shall not be liable for and hereby releases O-I from all liability to Seller's insurance carrier or to anyone claiming under or through Seller by reason of subrogation or otherwise.

**14. Insurance:** Seller shall obtain and maintain in force the following insurance with nationally recognized, financially sound carriers and authorized to operate in Mexico, in at least the following amounts: (a) Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of two million dollars (USD\$2,000,000) per occurrence for bodily injury/property damage and two million dollars (\$2,000,000) for personal injury and products/completed operations; (b) Business Automobile Liability coverage (covering the use of all owned, non-owned, leased and hired vehicles) with minimum limits (combined single limit) of one million dollars (USD\$1,000,000) for bodily injury and property damage, unless other insurance limits are specifically set forth for this Order by O-I, which shall be specifically endorsed to cover the provisions of Section 10 above. Seller shall furnish O-I, upon O-I's request, a certification evidencing any such insurance required hereunder and naming O-I as an additional insured, if requested. Any certificate requested shall include a provision requiring thirty (30) days prior written notice to O-I's Director of Risk Management in the event of cancellation, material change or alteration by either Seller or insurer. Compliance by Seller with the insurance provisions of this Order shall not relieve Seller of any liabilities with respect to the agreements contained herein and the Goods and/or Services provided hereunder.

**15. Bond:** As requested by Owens in this Order, prior to the delivery of the Goods and/or the beginning of the provision of the Services, but never in a term greater than 5 (five) business days after the date of issuance of this Order, Seller will grant O-I the following bonds: i) down payment; ii) performance, good quality of labor and materials provided; iii) hidden defects; and/or iv) possible labor contingencies. Seller shall deliver the original documents of said bonds or the amounts or percentages established by O-I. These bonds, must be granted by an authorized bondholder in accordance with Mexican legislation, recognized and in good standing. The bond policies referred to in this Order must contain the texts authorized and approved to full satisfaction of O-I. If any increase is allowed in the Price of this Order, by virtue of any change, or addition to the Goods and/or Services, as established in this Order, the Seller will process and deliver the corresponding endorsement of the bond in the same proportion as said increase. Likewise, in the event that this Order is updated, renewed or extended, the bond must be updated, renewed or extended too. In the event that the bond is not updated, renewed and/or extended within 7 (seven) calendar days following on the date that (i) an increase in the Prices of the Order is authorized; or that (ii) the term of the Order is extended or updated, O-I, at its discretion, shall have the right to terminate this Order immediately without need for notification or court ruling; or to contract the bond on behalf of and for the Seller's account. In this last case, O-I shall automatically deduct the total cost of the bond from any amounts owed to the Seller.

**16. Intellectual Property:** (a) For purposes of this Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to O-I without having been designed, customized or modified for O-I do not constitute Work Product. (b) In the event Seller, or any subcontractor or other third party working for Seller, creates or develops any Work Product especially for O-I, ownership in such Work Product shall vest in O-I being considered to be a work commissioned and performed during the term and execution of this Order, and Seller hereby irrevocably assigns and conveys and shall irrevocably assign and convey or cause to be assigned or conveyed all such property rights, including but not limited to all copyright, trademark and patent rights therein. To the extent legally permitted, all such proprietary rights shall be deemed works for hire. (c) Except as provided in the preceding subsection, in the event Seller, or any subcontractor or other third party working for Seller, designs or incorporates any new or existing background features of design or improvements in any designs or Goods made, or Services furnished, pursuant to this Order as a result of Seller's or such third party's compliance with the drawings, specifications or directions of O-I, Seller grants to O-I the right to reproduce such designs or Goods or to perform such Services together with, if applicable, a royalty free, nonexclusive, irrevocable license covering such new feature of design or improvement. Seller shall provide or cause to be provided to O-I a nonexclusive, royalty free, irrevocable license to use any copyright, trademark or patented elements or components of the Goods and Services supplied hereunder, together with the right to assign the same to any person to whom such Goods or Services are resold. (d) Seller shall assert no claim of any proprietary interest in or to any drawings, specifications or other material furnished by O-I to Seller in connection herewith, and Seller shall not use such drawings, specifications or other material (other than in connection with this Order) without the prior written consent of O-I. (e) Seller shall execute, and shall cause subcontractors and other third parties working for it to execute, any and all instruments deemed by O-I to be necessary or appropriate under subsections (a) and (b) hereof. (f) Any information which Seller may disclose to O-I with respect to the design, manufacture, sale or use of the Goods or Services shall be deemed to have been disclosed as part of the consideration for this Order, and Seller shall not assert any claim against O-I by reason of O-I's use or resale thereof. O-I does not grant indemnity to Seller for infringement of any patent, trademark, copyright or data rights. (g) In no event shall Seller sell or distribute in any manner whatsoever to persons other than O-I or parties authorized in writing by O-I, Goods, supplies, materials or objects of any kind which are imprinted with or contain O-I's logos, trade names, trademarks or labels even though rejected by O-I as nonconforming.

**17. Changes:** O-I may, by written notice, change any one or more of the following terms of this Order (i) the specifications, designs, drawings or performance criteria; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule; and (v) quantity. In this event and if appropriate, O-I may in writing request an equitable adjustment in the prices, warranty, delivery terms or indemnification provisions of this Order, and Seller may in writing make claim for the cost of any redundant material or work in process, but not for any cost of design, engineering or development, special tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this Order, provided, however, that Seller shall, in all events, proceed diligently to supply the Goods or Services contracted for under this Order as so changed. Any and all claims and requests by Seller under this subsection (b) shall be deemed waived unless made in writing and received by O-I within ten (10) business days from the receipt by Seller of the written change order.

**18. Confidentiality of Order; Disclosure of Information:** (a) This Order is confidential, and Seller shall not, without the prior written consent of O-I, disclose any information relative to or derived under this Order, except as may be required to ensure performance. Unless otherwise authorized by O-I, Seller shall not advertise or publish the fact that Seller has contracted to furnish O-I the Goods or Services. (b) Seller will acquire knowledge of O-I's Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Confidential Information in confidence during and following termination or expiration of this Order. "Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by O-I relating to the current or anticipated business or affairs of O-I which is disclosed directly or indirectly to Seller. In addition, Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Goods or Services to O-I. Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before O-I disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to O-I of such requirement prior to disclosure. Seller agrees not to copy, alter or directly or indirectly disclose any Confidential Information. Additionally, Seller agrees to limit its internal distribution of Confidential Information to Seller's employees who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information. Seller further agrees not to use the Confidential Information except in the course of performing hereunder and will not use such Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. All Confidential Information is and shall remain the property of O-I. Upon O-I's written request or the termination of this Order, Seller shall return, transfer or assign to O-I all Confidential Information, including all Work Product, as defined herein, and all copies thereof. The confidentiality obligations set forth in this Section shall survive the expiration of the term of this Order for a period of five (5) calendar years after its termination, regardless of the reason.

**19. Penalty for Delay:** In the event that the Seller fails to comply with the obligation to deliver the Goods or provide the Services to O-I in the delivery/provision terms established in this Order, the Seller will pay to O-I, as a conventional penalty for the simple delay, the amount equal to 1% (once percent) of the Order for each day of delay, until the Seller fully complies with its obligations and O-I accepts in writing said compliance. O-I acknowledges and accepts that the total amount that the Seller would be obliged to pay in case of application of this conventional penalty for delay is limited to the sum equivalent to 15% (fifteen percent) of the corresponding Price of this Order. Once that O-I determines the amount corresponding to the penalty: (i) it will be automatically retained by O-I of those outstanding balances that it has with the Seller, or, in case there are no outstanding balances (ii) it will be paid by the Seller no later than 1 (one) business day following the date on which O-I requires the payment, either partially or totally.

**20. Environment, Health and Safety:** Seller must comply with and make its employees, suppliers and subcontractors to comply with the safety, health and environmental measures necessary to deliver the Goods and/or to provide the Services, according to the Governing Law, in order to prevent any damage to people who work or transit in O-I's facilities or its surroundings, or cause any damage to O-I, its facilities, assets around it and any third parties. In the same way, the Seller will comply with and make its employees, suppliers and subcontractors comply with any applicable internal regulations of O-I, as well as with any safety, health and environmental provided in said internal regulations. The Seller warrants and acknowledges that, at its expense, it will execute any security requirement foreseen in accordance with the internal policies of O-I, as well as any administrative or governmental disposition required for the delivery of the goods and/or provision of the Services. It is the Seller's responsibility to keep safe and secure all machinery, equipment and foods that the Seller, its personnel and its subcontractors have stored in O-I's facilities, being the Seller the sole responsible for any damage or loss suffered by them. The Seller will maintain O-I's facilities free of toxic or harmful materials, as well as excessive accumulations of debris that may be caused by the Seller, its personnel, contractors and/or suppliers in the performance of this Order.

**21. No Exclusivity:** This Order cannot be interpreted as an exclusivity agreement between the Parties.

**22. Most Favored Nations/Competitive Offer:** In the event that at any time during which this Order is in effect, Seller sells Goods or provides Services substantially similar to the Goods and/or Services provided hereunder to any of its other similarly situated customers at a lower price than or at a discount greater than those then in effect hereunder, Seller shall immediately inform O-I and O-I shall be

entitled to such lower price on its orders for such Goods and/or Services while such lower price is in effect. This provision shall not apply where an individual item is sold at a lower price to another party, but such party, as a whole, pays higher prices for items purchased by O-I hereunder. If O-I receives a bona fide offer from a third party supplier for the provision of some or all of the Goods or Services to be provided by Seller hereunder and such offer is substantially the same as or otherwise suitable for some or all of the Goods or Services on terms and conditions substantially similar to those set out in this Order ("Competitive Offer"), and the overall price that would be payable by O-I for the range of relevant Goods and/or Services under the Competitive Offer is lower than the overall prevailing price of the range of relevant Goods and/or Services under this Order, then O-I may notify Seller of the terms of the Competitive Offer. In the event Seller does not elect in writing to amend this Order to meet the Competitive Offer within fifteen (15) days after Seller's receipt of O-I's notice of such Competitive Offer, O-I shall have the right to terminate this Order as to the relevant Goods and/or Services set forth in such Competitive Offer.

**23. Provisions in Favor of Third Parties.** Seller acknowledges that O-I belongs to the corporate group of Owens America, S. de R.L. de C.V. (O-I Mexico), which has several companies, which are affiliates, subsidiaries and/or parent companies of O-I (the "Affiliates"). The Seller accepts that the sale of Goods and/or the provision of the Services may be requested in a particular and unilateral manner by each of the Affiliates, without prejudice of the right of O-I to request it for its benefit or the benefit of any of the Affiliates. Seller undertakes to fulfill said obligations in accordance with the terms of this Order in favor of any of the Affiliates that so require.

**24. Assignment and Delegation:** Neither this Order nor any right or obligation under this Order may be assigned or otherwise transferred by Seller, voluntarily or by operation of law, even with a majority of the stock or assets of Seller, without the prior written consent of O-I, and any such assignment of transfer without such consent shall be null and void and of no force or effect whatsoever. The terms and conditions of this Order shall inure to the benefit of, and be binding upon, any successors and assigns of O-I and any permitted successors and assigns of Seller. Any consent by O-I to assignment shall not be deemed to waive O-I's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.

**25. Termination:** In addition to any other remedy provided at law, O-I shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a Good or service, in the event the Seller (a) fails to comply with any condition of the Order or any related agreement; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors. O-I may terminate this Order or its obligation to purchase any Goods or Services from Seller for convenience at any time by written notice to Seller. If an Order is terminated for convenience, then the termination date shall be not less than 10 (ten) days from the date of notice, unless otherwise mutually agreed to by the parties. O-I shall pay for any Goods or Services received prior to the date that termination becomes effective (on a pro-rata basis if O-I has paid in advance any fees covering a fixed period of Services). Unless O-I has requested and received a refund in respect of any undelivered Goods or terminated Services, it shall be entitled to the delivery of all Goods and completion of all Services for which it has paid prior to the effective date of the termination. Upon the expiration or termination of this Order for any reason, Seller will promptly notify O-I of all Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with O-I's instructions, will promptly deliver to O-I all such Confidential Information and/or Work Product.

**26. Remedies:** If Seller breaches this Order, O-I's remedies shall be cumulative and shall include all remedies available by law. For the purchase of Goods, Seller's sole remedy in the event of breach of this Order by O-I shall be the right to recover damages in the amount equal to the difference between market price for raw materials, components, work in progress, and any finished Goods on hand at the time of breach and the purchase price specified in the Order, but shall not include any cost of design, engineering or development, special tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this Order.

**27. Limitation of Liability:** IN NO EVENT WILL O-I BE LIABLE TO SELLER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS ORDER, WHETHER OR NOT O-I HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**28. Independent Contractor:** O-I is interested only in the results obtained under this Order. The manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind O-I by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are agents or employees of O-I, and therefore are not entitled to any employee benefits of O-I, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Order and shall provide its own supplies and equipment. Seller undertakes the obligation to render the Services, or deliver the Goods, under this Order with its own equipment and tools and with personnel working under its exclusive employer's liability and labor responsibility; consequently, Seller shall employ for the performance of its obligations under this Order only its own employees, duly registered as such before the Mexican Social Security Institute ("IMSS" for its acronym in Spanish) and the Institute of the National Housing Fund for Workers ("INFONAVIT" for its acronym in Spanish). The parties hereby acknowledge that O-I does not, and will not, maintain an employer or labor relationship with Seller's personnel and employees, as far as these concern, O-I is exempt from any obligation and liability established by the laws that regulate the relation between employers and employees. Seller shall at all times be considered the sole employer of its personnel and employees pursuant to the provisions set forth in Mexican Federal Labor Law, consequently, Seller assumes all the obligations and responsibilities resulting from the application of the Federal Labor Law, Social Security Law, Institute of the National Housing Fund for Workers Law and other regulation that govern the relation between employers and employees in Mexico, releasing O-I of all obligations or responsibilities regarding this matter. Consequently, Seller shall indemnify and hold harmless O-I, its shareholders, directors, employees, and/or representatives of any claim, lawsuit, inconvenience, expense and costs of trial as well as the lawyer's fees, originated and/or motivated from a cause of threat, actions, claims and/or lawsuits from such employees, even if the authorities sentenced Seller for not replying the labor lawsuit or not attending the corresponding hearing. In the event Seller has employees or subcontractors, O-I shall be entitled to request Seller the change or replacement of those personnel that, at O-I's sole discretion, is or may be harmful or technically inappropriate for the performance of the Services, without liability to O-I, the Seller must comply with such request within a period not exceeding forty-eight (48) hours, as from the time and date the request was made. The Seller acknowledges that the law prohibits non-specialized subcontracting/outsourcing and represents that it has the knowledge, capacity, experience, and other elements necessary to provide O-I with the Services it requires, which, if specialized, are in the cases of exception contemplated by the Applicable Legislation. Likewise, the Seller acknowledges that in the event that it provides specialized services, it will have, prior to their execution, registration with the Registry of Providers of Specialized Services and Specialized Works (REPSE). In view of the foregoing, in the event that the Seller is a provider of specialized Services, for compliance with the Applicable Legislation and in order for its invoices to be processed for payment, the Seller undertakes to accompany all its invoices or periodically, as the case may be, the following documents and information: i) include any invoice the REPSE number granted by the Secretary of Labor and Social Prevention (STPS); ii) proof of presentation of the four-monthly report provided no later than the 17th day of the months of January, May and September before the STPS, referred to in the Mexican Social Security Law; iii) proof of presentation of the four-monthly report provided no later than the 17th day of the months of January, May and September before the STPS, referred to in the Infonavit Law; iv) a copy of the tax receipts for the payment of wages of the workers with whom they have provided the service or executed the corresponding work; v) a copy of the payment receipt issued by the banking institution for the full declaration of the tax withholdings made to said workers; vi) a copy that justifies the payment of the worker-employer fees to the IMSS, as well as the payment of the contributions to the INFONAVIT; vii) a copy of the value added tax declaration and the acknowledgment of receipt of the payment corresponding to the period in which the contracting party made the payment of the consideration and the value added tax that was transferred to it (which must be delivered no later than the last day of the month following that in which the contracting party has made the payment of the consideration for the service received and the value added tax that has been transferred); viii) a copy of the aforementioned documentation, (which must be delivered no later than the last day of the month following that in which the contracting party has made the payment of the consideration for the service received and the value added tax that has been transferred).

**29. Force Majeure:** Neither O-I nor Seller shall be liable for a default or delay in the performance of its obligations and responsibilities under this Order when the default or delay is due to causes beyond its control, such as but not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that the nonperforming party has taken reasonable measures to notify the other, in writing, of the default or delay, the nonperforming party is without fault in causing such delay, such default or delay could not have been prevented by reasonable precautions, and such default or delay cannot reasonably be circumvented by the nonperforming party through the use of alternate sources, work around plans or other means. Failure of subcontractors and inability to obtain materials or labor shall not be considered as a force majeure delay.

**30. Notices:** Except for Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices and other communications hereunder shall be in writing, and shall be addressed to Seller or to O-I, and shall be considered given when (a) delivered personally, or (b) sent by commercial overnight courier with written verification receipt.

**31. Waiver:** O-I shall not, by any act, delay, omission or otherwise be deemed to have waived any of the rights or remedies under this Order, and no waiver whatever shall be valid as against O-I unless in writing, signed by an authorized representative of O-I, and then only to the extent set forth therein. O-I's waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which O-I would otherwise have on a future occasion. Acceptance of any items or payments therefore shall not waive any breach.

**32. Set Off:** Seller agrees that O-I shall have the right to set off against amounts which may become payable by O-I to Seller under this Order or otherwise, any present or future indebtedness of Seller to O-I, money, prepaid inventory or otherwise, whether arising under this Order or otherwise.

**33. Data Privacy:** O-I and Seller agree that the exchange of personal data among themselves, with respect to an individual, whether he/she is part of the personnel of any of them, sub-contractors, suppliers and/or any other person (herein the "Holder"), will be exclusively for the fulfillment of the purpose of this Order. Each party shall adopt and implement all applicable security measures and policies for the treatment of personal information related or not to the purpose of this Order. In addition, O-I and Seller shall comply at all times to the provisions established in the Federal Law on Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de Particulares*), its regulations and any other applicable ordinances or acts (herein "Data Privacy Provisions"). Seller hereby accepts and acknowledges that it is in total compliance with the Data Privacy Provisions, and represents it has made available and shown to any applicable Holders, its privacy notice and, if necessary, obtained their consent for the transfer of personal data in accordance with the provisions of the Data Privacy Provisions. For the above, Seller agrees to indemnify, defend and hold harmless O-I, its subsidiaries and affiliated companies, and their respective officers, directors, employees, agents, successors and assignees, from any and all losses, liabilities, damages and claims and all related costs and expenses (including reasonable legal fees and disbursements and cost of internal or outside counsel, investigation, litigation, settlement, judgment, interest and penalties), or third party threatened losses or damages arising out of or in any other way connected with any breach related to the Data Privacy Provisions.

**34. Anti-Corruption Policy:** O-I is an organization committed to comply with anti-corruption legislation in the countries where it operates. Under the above, O-I maintains a strong and comprehensive program to eliminate risks of business transactions that in any way may violate any law, regulation or provision, including but not limited to: the United States Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act 2010, U.K. Antiterrorism, Crime and Security Act 2001, the implemented legislation in the OECD Convention on Combatting Bribery of Foreign Public Officials, Mexican General Law on Administrative Accountability (*Ley General de Responsabilidades Administrativas*), and any other applicable law or provision dealing with bribery or corruption practices (hereinafter "Anti-Corruption Provisions"). By virtue of the foregoing, O-I prohibits, without limitation, any of its officers, employees, directors, representatives, business partners, suppliers, contractors, carriers and sellers, from offering, promising or donating any asset or service of value to any representative or official of any government or any department, agency or dependency thereof, any political party, candidates for political office, agents or employees of any international public organization (herein "Public Representatives"), in each case, either to: i) obtain or retain business or to gain advantage in any way; ii) influence or reward for any act or decision of a Public Representative; iii) induce said Public Representative to do or not to do, any act in violation of its legal duty; or iv) induce said Public Representative

to use its influence with a national or foreign government, or any dependency thereof, to affect or influence any act or decision of such government or dependency. This activity constitutes bribe or acts strictly prohibited by O-I and its anti-corruption program, and is a violation of the Anti-Corruption Provisions. Any nominal payment used to expedite a government function is referred to as a "facilitation payment" which under the O-I anti-corruption program is prohibited. The Supplier hereby accepts to comply with all Anti-Corruption Provisions or any legislation that in any ways prohibits granting any good or services of value to any Public Representative. Supplier represents and agrees that in no way, method or manner will violate any provision of any Anti-Corruption Provisions.

**35. Governing Law:** This Order and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Order and any of the transactions contemplated hereby, including all rights of the parties in connection therewith, shall be interpreted, construed and governed by and in accordance with, and enforced pursuant to, the federal laws of the Mexico.

**36. Arbitration:** Any dispute, claim or controversy arising out of or relating to this Order or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Order to arbitrate, and also including claims sounding in contract, tort, statutory or otherwise shall be finally resolved and decided by binding arbitration administered by the Arbitration Center of Mexico (CAM) in accordance with its then-applicable Rules of Arbitration, which rules are deemed to be incorporated by reference into this Order, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof expressly waiving any other jurisdiction that may correspond to them by virtue of their present or future domiciles, or for any other reason. The number of the arbitrators shall be three and the seat, or legal place, of arbitration shall be Monterrey, Nuevo Leon, Mexico. The arbitration shall be held, and the award shall be rendered, in Spanish language. Each party shall bear its own costs and expenses for such arbitration.

**37. Language:** This Order has been drafted in both English and Spanish versions, both of which shall bind the parties. In the event of any conflict between the English and Spanish versions, the Spanish version shall control.

**38. Miscellaneous:** (a) The various provisions of this Order are severable and any determination of invalidity or unenforceability of any one provision hereof shall have no bearing on the continuing force and effect of the remaining valid provisions hereof. (b) This Order contains the entire agreement between O-I and Seller regarding the subject matter hereof, and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. There have been no other representations or inducements, oral or otherwise, made by any party in connection herewith. The terms and conditions of this Order shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Order will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Order or its related purchase orders. (c) The validity, construction, and performance of this Order shall be determined in accordance with the federal laws of Mexico without regard to its conflict of law rules and any otherwise governing principles of conflict of laws. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Order. (d) Any action against O-I arising out of this transaction shall be commenced within one (1) year after the cause of action has accrued; Otherwise, the same shall be barred. (e) Obligations set forth on sections 11, 12, 13, 16, 18, 20, 27, 33 and 34 of this Order shall survive and will remain in force even after the expiration of this Order and until they are entirely fulfilled. (f) This order may be part of a contract entered by and between the Seller and O-I, which may include additional and/or complementary terms and conditions to those hereof. In case of any contradiction, discrepancy and/or difference between the terms of this Order and the contract subscribed between the Seller and O-I, the terms of the contract shall prevail. (g) Section headings contained in this acknowledgment are inserted for reference purposes only and shall not affect the meaning or interpretation of this Order. (h) The meaning of defined terms are equally applicable to the singular and plural forms of the defined terms. All references to "days" shall be deemed to mean "calendar days" unless otherwise specified

If you see something that is wrong, do the right thing. It is safe and confidential.  
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