

TERMS AND CONDITIONS OF PURCHASE

For the purchase of goods and/or services by CMI Group Holdings B.V., principal operation company of Cummins Grupo Industrial, S. de R.L. de C.V, manufacturing company in Mexico

1.0 General:

1.1 "Supplier" means the supplier or seller identified on the face of the Purchase Order (defined herein below) and its agents and representatives. "Cummins" and "Buyer" means CMI Group Holdings B.V. "Contract Specifications" means all applicable blueprints, specifications, electronic files/ data, the following terms and conditions, the provisions on the face of the Purchase Order and any attachments to it or incorporated by reference. "Products" means goods, parts, raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or services to be furnished by Supplier to Cummins for the Purchase Order. "Purchase Order" means an agreement to purchase Products, setting out quantities, price, and delivery dates. "Material Schedules", "Material Releases", or "Arrival Schedules" are synonymous terms.

1.2 These Terms and Conditions of Purchase are not an offer or an acceptance. Buyer's Purchase Order shall be an offer to sell under these Terms and Conditions of Purchase. Supplier's commencement of any work or services constitutes acceptance of any such offer.

1.3 These Terms and Conditions of Purchase and any Purchase Order will be governed by the law and courts of the State of San Luis Potosí. The parties exclude application of the United Nations Convention on the International Sales of Goods. These Terms and Conditions of Purchase set forth the full understanding of the parties, constitute a complete and exclusive statement of the terms of the Buyer's and Supplier's agreement, and supersede any previous agreement(s) for the same goods and/ or services. Notwithstanding any different or additional terms or conditions in Supplier's acknowledgement or other documents, which terms and conditions are hereby objected to, either before or after delivery of Products Buyer places each Purchase Order on the express condition that Supplier accepts these Terms and Conditions of Purchase. No conditions, understanding, or agreement to amend a Purchase Order shall be binding unless hereafter made in writing and signed by the party to be bound, and no amendment shall be affected by acknowledgement or acceptance of invoices, shipping documents, or other forms or documents containing terms or conditions different from or in addition to these. No waiver of any breach or default, and no course of dealing, course of performance, or usage of trade shall constitute a waiver of any other breach of default, amendment or addition.

1.4 The Buyer may request the acknowledgement copy of the Purchase Order. If requested, the Purchase Order must be signed by an agent of the Supplier and returned to the Buyer at the address on the face hereof not later than 7 working days from the date of this Purchase Order.

2.0 Pricing and Invoicing:

2.1 Prices will be those shown on the face of the Purchase Order, the request for quotation or, where a blanket Purchase Order is in effect, Buyer's system price.

2.2 Supplier warrants such prices are the best competitive prices for Products and services. Prices must conform to applicable government regulations. Neither lead times, lot sizes, packaging /kitting charges, nor prices may be increased without documented justification to the Buyer. Supplier agrees to maintain current price and terms for a period of twelve (12) months unless otherwise agreed to by Buyer.

2.3 Should Buyer find Products of comparable quality from another source at lower delivered cost and Buyer gives Supplier notification thereof, Buyer may purchase such Products from the other source at the lower delivered cost. Any quantity purchased from another source by Buyer shall be deducted from the total quantity hereunder, but the Purchase Order shall otherwise remain unaffected.

2.4 Invoices must reflect prices per terms stated above and should be submitted per agreement between the parties. The Buyer at its discretion will manage invoice discrepancies.

2.5 Payment terms for items associated with the Purchase Orders are Net 60 days unless otherwise negotiated.

3.0 Delivery:

3.1 Deliveries will be made in quantities and at times specified on the face of the Purchase Order or in Buyer's schedules. Buyer will not be liable for material purchased, production arrangements, or Products processed in excess of authorized releases. Buyer may change material release schedules during the planned or forecast periods. Excess goods shipped to the Buyer, may, at Buyer's discretion be returned to Supplier at Supplier's expense. Buyer may elect to return goods if any quantity covered by the Order or Material Schedule is decreased or cancelled by Buyer. In no event shall any cancellation charges apply if they are received by the Buyer more than 30 days after Buyer's notice to Supplier of quantity reduction or cancellation or if they result from Supplier's noncompliance with any of the provisions of the Purchase Order or Material Schedule.

3.2 Unless otherwise specified on the Purchase Order, Products will be sold [FCA Supplier's Facility] Incoterms 2020, and all delivery terms will be interpreted in accordance with the most recently published International Chamber of Commerce Incoterms.

3.3 Supplier shall, upon request, suspend shipment and delivery of Products and all work and operations hereunder for such reasonable period as Buyer may request at no cost to Buyer.

3.4 Failure of the Supplier to timely deliver conforming Products, shall, at Buyer's option, relieve it of any obligation to accept such Products and undelivered shipments. Buyer may buy like Products elsewhere and charge Supplier any increased cost or other loss incurred thereon, unless Buyer agrees to deferred shipment in writing. Any failure by Buyer to exercise its option with respect to shipment of Products shall not be deemed a waiver with respect to subsequent shipment.

3.5 If Buyer cancels any order due to any cause beyond Buyer's control, such as but not limited to, fires, strikes, floods or acts of any governmental authority, Buyer shall be liable only for work in process, finished inventory, and raw or purchased materials that cannot be canceled or used in Supplier's other processes, to the extent any such items are in reasonable quantities consistent with lead times. In no event will any payments made upon delay or cancellation exceed the price of the order.

3.6 Except with prototypes or development work, Buyer may change specifications only when documented on an Engineering Change Notice. Supplier will give Buyer notice of any proposed difference in price, quality, or delivery caused by such changes within 14 days of its receipt of an Engineering Change Notice and, in any case, before shipment to Buyer. Any such proposed differences will subject to Buyer's approval. Buyer shall be liable only for Products procured, work done, or Products fabricated within Buyer's schedule. In no event shall Buyer be liable for incidental or consequential damages.

3.7 Increases in freight rates for shipments hereunder shall not affect prices unless agreed to in writing. All taxes Supplier is required by law to collect from Buyer are included in the price. Supplier shall pay all property or ad valorem taxes assessed or levied against any property Buyer places in Supplier's possession.

3.8 The ownership of Products supplied under the Purchase Order and the risk attached thereto, shall pass to the Buyer upon delivery. On no account shall such Products be at the risk of the Buyer until the property has passed to the Buyer in the manner described in this section.

4.0 Changes:

4.1 Buyer may at any time, by written or verbal instructions confirmed in writing to the Supplier, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) designs, drawings, specifications, (ii) method of shipment or packaging, (iii) time and/ or place of delivery, and (iv) the quantity of the items ordered. Price changes resulting from one or more of these actions shall be negotiated and the Purchase Order shall be modified accordingly.

4.2 The Buyer reserves the right to cancel the Purchase Order or any part uncompleted if delays or cancellations are attributed to in part or in whole to Supplier's breach or Buyer's concern with Supplier's performance. In such case, Buyer may, but will not be required to purchase Products as outlined below.

4.3 Supplier will notify Buyer as soon as possible of any potential delays in a delivery schedule. Buyer may, at its discretion, adjust the delivery schedule or terminate the Purchase Order in whole or in part, and may purchase from Supplier at an equitable price any material, work in process, parts, or contract rights Supplier may have acquired in contemplation of the Purchase Order.

4.4 Buyer may terminate all or part of the Purchase Order at any time upon written notice to the Supplier. In such an event, Buyer shall be liable only for finished product, work in process, or raw material in support of firm orders or releases. In no event will Buyer be liable for incidental or consequential damages.

4.5 Supplier shall not make any changes in the specifications, physical composition, or processes used to manufacture the Products hereunder without Buyer's prior consent.

5.0 Quantity:

5.1 Supplier shall provide inspection and test procedures acceptable to Buyer, and shall maintain adequate records thereof. Without unduly delaying Supplier's performance, Buyer may make inspections, including quality surveys/ audits, control measures, and tests at any stage of manufacture at the premises of the Supplier or any sub-tier supplier. Supplier or sub-tier supplier without charge shall provide reasonable and safe facilities and assistance. Such inspection or absence thereof, approval or rejection shall not relieve Supplier of its obligations to make full and adequate test and inspection and to conform to the Contract Specifications, nor be deemed an implied acceptance nor shall acceptance waive Supplier's warranty. In case of rejection, Buyer shall not be liable for any reduction in value of samples, nor shall any rejected Products be delivered. Buyer may give assistance or technical advice or otherwise exchange information with Supplier concerning performance hereunder. Such exchange shall not authorize Supplier to change its obligations hereunder. Buyer shall have a reasonable time after delivery to inspect the Products.

5.2 Supplier shall provide quality control measures acceptable to Buyer, and maintain records to show the Products meet Contract Specifications. Such records will be made available to Buyer in a format acceptable to Buyer on request.

5.3 Supplier will not change its specifications, materials, material suppliers, or production or testing processes or locations, without prior notice to and approval from the Buyer and assuring that such change will have no affect on the Product's conformance to Contract Specifications. Buyer may assist or give technical advice to, or effect an exchange of information with, Supplier in a liaison effort concerning the Products. Such actions will not give Supplier authority to change Products, nor alter Seller's obligations.

5.4 Supplier must meet the quality system requirements stated on the front of the Purchase Order.

6.0 Warranty:

6.1 Supplier warrants to the Buyer that Supplier has good title to the Products and that the Products will conform to Contract Specifications be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. In addition to the foregoing, Products shall conform to the Supplier to the warranty claims and processes as defined by the Buyer's warranty document, if any. These warranties shall survive acceptance, and shall run to Buyer, its successors, assigns, customers, and users. If Supplier cannot supply the Products in accordance with the Contract Specifications and in accordance with the delivery schedule of the Purchase Order, Supplier must immediately notify Buyer prior to any acknowledgement of the Purchase Order.

6.2 In the event of a claim of breach of the expressed warranty while the Products are located at the Cummins entity, the Supplier shall replace any and all Products that are determined to be in breach of the express warranty, inclusive of transportation costs and labor costs for removal and reinstallation of the Products. Additional Cummins entity charges may be incurred. These include scrap, rework, engine damage, tear down/re-test expense, premium freight, assembly disruptions/work stoppage, etc. The parties involved will negotiate these charges in good faith.

6.3 In the event of a claim of breach of the Supplier's express warranty while the Products are in service, Cummins shall return to the Supplier representative samples of the Product that Cummins deems are non-compliant with the express warranty of the Supplier. In the event where the Products are not returned and a previous claim has already been honored for the same root cause, the Supplier will honor these claims similar in the same method that Cummins honors its customer claims. The Supplier shall be responsible for paying all warranty expenses incurred by Cummins for their Products.

7.0 Disposition of Rejected Material

7.1 In the event of a breach of warranty, or if any Products do not conform to Contract Specifications, Buyer may, at its sole option (a) reject such Products and require Supplier, at Supplier's expense, including transportation costs, to rework or replace such Products in a timely manner to ensure Buyer's production rate is maintained; (b) rework any such Products at Supplier's expense, basing charges on Buyer's then-current hourly rates; or (c) cancel the Order in whole or in part.

8.0 Packing, Shipping and Storage:

8.1 Supplier shall pack and preserve the Products so they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and storage under normal environmental conditions without detrimental effects in accordance with the Buyer's packaging standards.

8.2 All shipments must contain documentation specified by Buyer. If not specified, documentation will be a packing slip listing Products, Buyer's part number, Purchase Order number, entity name, invoice number, and receiving location with all packages marked identifying Products by name and Buyer's part number. The package containing the packing slip must be clearly identifiable. Bar codes may be required per Buyers' packaging standards.

8.3 Products will be shipped in accordance with clause 3.2 unless otherwise specified by the Buyer's representative. If the representative provides the routing instructions and a cost penalty is incurred because they were not adhered to, the Supplier absorbs the penalty.

8.4 Supplier shall document country of origin in the format specified by Buyer to comply with customs regulations including USMCA and as may be necessary for Buyer's duty drawback. It is the responsibility of the Supplier to monitor the Certificate of Origin information and immediately notify the Buyer of any changes. Such changes must be communicated in writing to Buyer's Customs Department.

9.0 Intellectual Property

9.1 Supplier warrants that Buyer's purchase, use or sale of Products furnished hereunder, will not infringe on any Mexico or foreign patent, copyright or trademark or other form of intellectual property. Supplier shall defend, indemnify and hold Buyer harmless from all claims, suits, judgements, decrees, damages, cost and expenses arising out of any actual or alleged infringement.

9.2 Buyer retains all rights in tooling, designs and drawings furnished Supplier in connection with the Purchase Order and no such tooling, design, or drawing shall be incorporated or used in connection with Products furnished to others. If the purchase of Products by the Buyer requires development or design work, any intellectual property right arising from such work shall accrue to the Buyer unless the design elements were proprietary to the Supplier. In the event Supplier creates copyrightable material of any form pursuant to this Purchase Order, Supplier agrees to and does hereby assign to buyer the sole ownership right in such copyrightable material. Supplier shall undertake all acts necessary to perfect Buyer's ownership in such material, but at no cost to Supplier.

9.3 Supplier grants to Buyer a license to repair, rebuild, remanufacture, and to have Products repaired, rebuilt, and relocated.

9.4 Supplier acknowledges the valuable and confidential nature of the information that may be disclosed by Buyer. Any and all information, including, but not limited to, technology, specifications, designs, processes, drawings, electronic files/data and information relating to Product, parts, production, sales, marketing plans, or personnel Supplier obtains from Buyer or its affiliates shall be deemed strictly confidential ("Confidential Information"), unless such information was already generally available to the public at the time of the disclosure, or can be shown to have already been legally in the possession of Supplier prior to disclosure by Buyer. Supplier agrees not to disclose or publish Confidential Information, in whole or in part to any third party, without the prior written agreement of Buyer.

9.5 Supplier agrees it shall not manufacture, sell, market, consign or deliver, directly or indirectly, Products using Confidential Information, including, but not limited to Buyer's specifications, technology and/or designs, except to Buyer, entities affiliated with Buyer, or entities Buyer agrees in writing are permissible purchasers of the specific Product.

10.0 Special Equipment

10.1 Except as agreed by Buyer, Supplier shall furnish, at its expense, all materials, drawings, tools, dies, jigs, gages, fixtures, patterns, molds, testing apparatus, machinery and equipment and materials (collectively referred to as "Tooling") necessary to manufacture the Products or furnish services hereunder. Unless Buyer otherwise agrees in writing, all Tooling Buyer furnishes to Supplier or pays for, as well as replacements and attachments therefor, shall be (a) the property of the Buyer, (b) plainly marked or otherwise adequately identified by Supplier as "Property of CMI Group Holdings B.V.," (c) safely stored separate and apart from Supplier's property, (d) properly maintained at Supplier's expense, (e) insured at Supplier's expense in an amount equal to the replacement cost with loss payable to Buyer, and (f) subject to inspection by Buyer upon reasonable notice and removal at Buyer's written direction in which event Supplier shall prepare it for shipment and deliver it to the Buyer in the same condition as originally received or manufactured by Supplier, reasonable wear and tear expected.

10.2 Supplier agrees that monetary relief would fail to compensate Buyer for its losses if it is not permitted to regain immediate possession of its Tooling, and hereby consents to equitable relief, including injunctive, in such event.

10.3 Charges associated with changes in design or specification, initiated by the Buyer, will be negotiated by the parties if occurring prior to the exhaustion of the useful life of the said dies, tools, and patterns.

11.0 Assignment

11.1 Supplier shall not assign or otherwise dispose of any part of the Purchase Order, nor assign payments thereunder, without prior written consent of the Buyer. Any such attempt by Supplier shall constitute a material breach.

12.0 Fair Labor Standards Act

12.1 Supplier warrants and hereby certifies that all Products sold hereunder have been produced in compliance with all applicable codes and governmental requirements in Mexico.

13.0 Government Subcontracts

13.1 If Products are for resale to the federal Government, Supplier grants to the Tax Ministry of Mexico the right to audit its books and records, and all contractual flow down clauses incorporated herein.

13.2 Supplier will comply with the requirements of all applicable equal employment opportunity laws that are hereby incorporated herein. Supplier shall, wherever applicable, enter into Buyer's "Agreement and Certification Regarding Employment Practices."

14.0 Foreign Purchase

14.1 If the face of the transport document designates the Buyer as the importer of record, the following applies to all transactions involving imported goods, 14.2 does not apply. Anti-Dumping Supplier warrants that all sales made hereunder are or will be made at not less than fair value under the Mexican Customs Law and Supplier will indemnify, defend, and hold Buyer harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

14.2 If the face of the transport document designates the Supplier as the importer of record, the following applies to all transactions involving imported goods, and 14.1 does not apply. A Supplier designated as importer of record agrees that Buyer will not be a party to the importation of the goods, that the transactions(s) represented by this Purchase Order will be consummated subsequent to importation, and that Supplier will neither cause nor permit Buyer's name to be shown as importer of record on any customs declaration.

15.0 Indemnification and Insurance

15.1 It is expressly agreed and understood that, to the fullest extent permitted by law, the Supplier shall indemnify, protect, defend and save harmless Cummins, all Buyers, and any of their agents from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, judgments or any demands whatsoever, including prejudgment interest, attorney's fees, expert witness fees and all other expert and professional fees and expenses ("Claim(s)"), based on or resulting from any property damage, including loss of use thereof and/or personal injury, including, but not by way of limitation, bodily injury, emotional injury, sickness or disease, environmental damage, or death to any person, which results from, arises out of, or is in any way connected with the performance of the Purchase Order. Supplier's obligations under this paragraph shall apply whether the Claim is caused or alleged to be caused by any active or passive act or omission of the Supplier, Buyer, or other party indemnified hereunder. In claims against any person or entity indemnified under this paragraph by an employee of Supplier, anyone directly or indirectly employed by Supplier, or anyone for whose acts Supplier may be liable, Supplier's obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Supplier under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts, Supplier hereby waiving subrogation of such claims.

15.2 Supplier agrees to maintain adequate general/product liability insurance, property damage insurance, and worker's compensation coverage as required by statute, and to not reduce or cause any termination of said coverage without giving 60 days prior written notice to Purchasing Department (Eje 122 No. 200, Zona Industrial, San Luis Potosí, S.L.P. C.P. 78395) The Supplier shall provide on request copies of certificates of insurance showing the

Supplier has sufficient product liability, public liability, and personal and property damage insurance coverage. Additionally, certificates must set forth the amount of coverage, number of policy, and date of expiration.

16.0 Insolvency

16.1 If the Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver is appointed or applied for, if Supplier makes an assignment of the benefit of creditors, or if the Buyer reasonably believes Supplier may be unable to complete the Purchase Order, the Buyer may demand adequate written assurance of performance or, at its option, terminate the Purchase Order, in whole or in part, without liability except for supplies previously delivered to and accepted by the Buyer.

17.0 Remedies

17.1 Buyer's remedies set out herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Supplier will remain fully responsible for its obligations hereunder, regardless of the source of the Product or any components thereof. Buyer may set off against amounts it owes Supplier or related companies amounts owed to Buyer. In the event Buyer suffers damages or reduction in price from its customer due to Supplier's delay or breach, Supplier will reimburse Buyer for such damage or loss of revenue. If Supplier breaches any material provision hereof, Buyer shall be entitled to an immediate injunction to prevent any further breach. In addition, Buyer may, without prejudice for any other lawful remedy, immediately cancel all or any part of any Purchase Order without notice or penalty to Buyer.

17.2 If the Supplier fails to deliver the Products by the delivery date, the Buyer will, without limiting its other rights or remedies, have the right to recover additional freight costs (including for premium freight) that are directly caused by Supplier (including, but not limited to, delayed delivery of parts, early/unscheduled delivery of parts that are returned to the Supplier, non-conforming parts, returns, damage of parts due to Supplier incorrectly loading a vehicle or wrong packaging, in addition to other conditions which are attributed to Supplier's failure to perform as contractually agreed). To determine the cause of additional freight costs, the Supplier shall meet with the Buyer upon one month's notice to discuss such costs. Where such costs are agreed to be directly caused by Supplier, the Buyer will determine to what extent (on a range between 0% and 100%) these extra freight costs shall be borne by the Buyer and by the Supplier and will notify the Supplier of the resulting percentage and the resulting amount of the allocated costs. The Buyer is entitled to set off the resulting amounts owing from Supplier to the Buyer against any amounts owed to Supplier from the Buyer (debits issued to the Supplier) following agreement with Supplier.

18.0 Force Majeure

18.1 Neither party shall be liable to the other for failure to perform its obligation under these Terms and Conditions of Purchase when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, unforeseen epidemics, pandemics and quarantines, Acts of God or Government interfaces. The Buyer may, at its option, procure the items associated with the Purchase Order from other suppliers during the Supplier's inability to provide parts for one or more of the reasons previously listed but will revert to the Purchase Order, at the Buyer's discretion, once the element of Force Majeure has been overcome.

19.0 Miscellaneous

19.1 Supplier shall not, unless Buyer otherwise agrees in writing, in any manner, use or permit the use of Buyer's trade name or trademark in association with Supplier's Products, or in any manner advertise or publish the fact that Supplier has contracted to furnish goods or services to Buyer.

19.2 Supplier waives its right to any mechanic's or other lien for work done or material furnished hereunder and agrees that no such lien will be asserted. Supplier will obtain for Buyer, before final payment, similar waivers or

releases of lien rights from everyone supplying labor and or material for Supplier. Supplier shall hold Buyer harmless from and promptly satisfy any and all such liens and claims.

19.3 If there is an inconsistency between any of the provisions of these Terms and Conditions of Purchase and the provisions of a Purchase Order, the provisions of the Purchase Order shall prevail.