

# TERMS AND CONDITIONS OF SALE



Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

**The following Terms and Conditions will govern the sales operations covered by the invoices issued by REGIOPYTSA, S. de R. L. de C. V. and are deemed accepted by the purchase and receipt of the merchandise covered by them. They are also published on the website [www.regiopytsa.com](http://www.regiopytsa.com), in accordance with the following:**

## **SALES TERMS AND CONDITIONS**

### **DEFINITIONS**

**Customer:** The individual or entity to whom the product is provided under the terms and conditions established by the Company. (Purchasing party).

**Company:** REGIOPYTSA, S. de R. L. de C. V. (Selling party).

**Customer Purchase Order:** Document issued by the Customer to request products from the Company.

**Sales Order:** Corresponds to a quotation issued by the Company that contains the price, technical, commercial, and financial terms and conditions that will govern the sale of Products or services.

**Products or Services:** Goods or services to be marketed according to these terms and conditions.

### **I. OBJECTIVE**

Establish the terms and conditions applicable to all sales transactions of the Company.

### **II. PRODUCT LABELING**

The Company will label each product indicating the quantity, weight, dimensions, and quality of the product. The content of the labels will be determined according to the applicable legislation.

### **III. DELIVERY, SHIPPING AND SUPPLY**

The delivery times of the products will be those stipulated in the Company's Sales Order, and the Company will have the right to deliver the products partially and invoice each shipment separately. Product shipments will be governed solely by these sales terms and conditions established by the Company and will take precedence over any prior agreements.

When shipments are made by means of transport owned or managed by the Company, the following terms and conditions will apply:

- a) Any anomalies in the physical condition of the product (deformations, oxidation, etc.) upon arrival at the delivery location must be reported by the Customer on the copy of the bill of lading at the time of delivery and communicated in writing to the sales department (adding photographs or videos). The Company will not be responsible for any damages occurring during unloading attributable to the Customer.
- b) The cost of transporting the products (freight) will be borne by the Customer according to the values established by the Company.



## TERMS AND CONDITIONS OF SALE

Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

- c) The Company will issue the invoice for the sold products once they leave the Company's premises.
- d) The risk of loss and damage to the products will transfer to the Customer at the time of delivery at the agreed point in the Sales Order.

If the transfer and delivery of the products are carried out using the Customer's or their managed transport, the following terms will apply:

- a) The transport units must comply with the regulations imposed by the Company.
- b) To collect the products, the Customer's transport units must provide an authorization document to the Company issued by the Customer.
- c) Any anomalies in the load must be reported by the transporter before leaving the Company's premises.
- d) The risk of loss and damage to the products will transfer to the Customer when the products are dispatched from the Company's premises.

The terms and conditions for the concepts mentioned in the preceding paragraphs will be specified on the cover of the corresponding Sales Order, unless the Company terminates them according to this Clause.

#### IV. CANCELLATIONS

The Company may terminate the sales operation and/or a Customer Purchase Order without cause or responsibility at any time by providing written notice to the other party 30 (thirty) days in advance. Additionally, the Customer will indemnify the Company for damages and losses in case of termination of the sales operation due to the Customer's breach.

#### V. CLAIMS, WARRANTY AND LIABILITY

The Customer is obligated to inspect the product upon delivery. If there are any damages, visible defects, or non-conformities, the Customer must notify the Company via email to the sales department within 72 hours of the product's delivery, detailing the situation. The claimed products must be available to the Company for inspection.

For non-visible quality defects, the Customer must notify the Company within a maximum of 30 days after the delivery date.

The Company reserves the right to perform an inspection or evaluation of the product with reported non-conformities to proceed with the warranty. In case of a commercial dispute, an independent expert will be appointed to evaluate the situation, and the results will be conclusive for both parties.

## TERMS AND CONDITIONS OF SALE



Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

The Company will not be responsible:

- a) For damages resulting from handling and storage of the product by the Customer.
- b) For products that cannot be inspected or reviewed.
- c) For claims outside the previously mentioned timeframes.

When the Company accepts responsibility for the claim, it will be obligated only to do one of the following:

- a) Repair the product that presented the non-conformity.
- b) Replace the product that presented the non-conformity.
- c) Grant a discount on the price of the product that presented the non-conformity.
- d) Refund the Customer the value of the non-conforming product when it has already been charged by the Company, not exceeding the total amount charged.

The Customer acknowledges that for products categorized or identified as First B, degraded, second-hand, or scrap, the Company provides no warranty, and returns will not be accepted.

The Company will not be responsible for damages or losses incurred due to breach with the Customer or third parties exceeding the value of the products with non-conformities.

Additionally, the Customer will be responsible for damages and losses caused to the Company due to non-compliance with these sales terms and conditions.

### VI. FORCE MAJEURE

The Company will not be liable for cancellation, suspension, delay, or non-compliance caused by fortuitous events, force majeure; acts of the Customer, war, fire, flood, weather, sabotage, strikes, labor disputes, civil disturbances or riots, thefts, government requests, restrictions, distributions, laws, regulations, orders or actions; unavailability or delays in transportation; non-compliance by suppliers, unforeseen circumstances, or any other situation beyond the Company's reasonable control that prevents compliance with any obligations derived from the Sales Order or the established terms and conditions.

The Company will not be liable for non-compliance if:

- a) The force majeure event was beyond the Company's control;
- b) The force majeure event was not foreseeable at the time of issuance of the sales order; and
- c) The force majeure event could not have been avoided or overcome, or its effects.

The Company must notify the Customer as soon as possible after the occurrence of the force majeure event about that event and its effects on its ability to comply.

## TERMS AND CONDITIONS OF SALE



Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

### VII. PRICE

The prices and their validity will be those agreed upon by the parties in the Sales Order. Any changes to the agreed price will be notified to the Customer.

Any advance payment made will be credited to the final invoiced price and/or will be subject to credit for future orders.

Each party will be solely responsible for the timely payment of taxes (including VAT and income tax), contributions, and other amounts payable to government authorities and third parties concerning its obligations under these terms and conditions and the execution of the sales operation.

### VIII. MODIFICATIONS

In case of modifications to previously established Sales Orders with the Customer, the request must be made in writing with prior agreement from both parties.

The Company will not accept modifications to Sales Orders containing products with technical specifications exclusive to a Customer and that have started their production process, urging the Customer to comply with the previously agreed terms.

### IX. PAYMENT

The Customer will make payments for invoices via bank transfer or deposit to the bank accounts indicated by the Company according to the payment terms specified in the corresponding invoice.

The overdue balance will accrue interest at a rate equivalent to 3% per month (three percent) plus the applicable value-added tax and related expenses, calculated from the invoice due date until the total payment of the debt.

The Company reserves the right to suspend the delivery of products to the Customer until the overdue balance has been settled. After 120 additional days from the due date, the Company may initiate legal action to recover the outstanding balance.

### X. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

In its dealings with the Company, the Customer acknowledges receiving confidential information, which they agree to keep strictly confidential and not disclose to third parties or use for purposes other than fulfilling their commercial obligations according to these Terms and Conditions.

## TERMS AND CONDITIONS OF SALE



Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

The Customer will be responsible for any loss or damage resulting from the disclosure of confidential information and will not be released from their confidentiality, non-use, and non-disclosure obligations until:

- The confidential information becomes public without breaching these Terms and Conditions; or
- The Company releases the Customer from their confidentiality obligations under these Terms and Conditions by written notification.

All technical documents (specifications, quality certificates, invoice, credit note, sales order, emails, price lists, communication through social media, etc.) developed by the Company and to be provided to the Customer as part of the obligations under these Terms and Conditions, including any copyrights, will be the exclusive property of the Company and must always be treated as confidential information.

No information or knowledge revealed by the Customer will be considered confidential unless the Company agrees otherwise in writing.

Any information transmitted by the Customer to the Company considered as "Personal Data" or "Sensitive Personal Data" as defined by the Federal Law on Protection of Personal Data Held by Private Parties in Mexico, will be treated in accordance with this Law, as well as the Company's Privacy Notice, which can be consulted at the following website: [www.regiopytsa.com](http://www.regiopytsa.com)

Transactions covered by these sales terms and conditions do not grant the Customer any intellectual or industrial property rights, so all existing intellectual property rights regarding the products involved in these transactions will remain the property of the Company at all times.

### XI. GOVERNING LAW – DISPUTE RESOLUTION

These Terms and Conditions will be governed by and construed in accordance with the applicable laws of Mexico. Any dispute or controversy arising from these Terms and Conditions will be definitively resolved by the competent courts of the city of Monterrey, Nuevo León, with the Parties expressly waiving any other applicable jurisdiction based on their current or future domicile, or for any other reason.

### XII. NOTIFICATIONS

The Company may receive notifications at the following address: Primera Poniente 104, Parque Industrial Monterrey, Apodaca, Nuevo León C.P. 66603. The Customer may also send notifications to the Company through its sales executives via email.

## TERMS AND CONDITIONS OF SALE



Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

The Customer designates the address indicated for billing purposes as the address for receiving notifications. The parties may change their addresses by notifying the new address at least 5 days in advance of the date it should take effect. Notifications will only take effect when sent to the most recently notified address.

### **XIII. SUBCONTRACTING**

The Company may subcontract services or activities for the purposes of this sales transaction without the need for the Customer's authorization.

### **XIV. ASSIGNMENTS**

The Customer may not assign the rights and obligations arising from these terms and conditions or from a corresponding Sales Order without the prior written approval of the Company.

### **XV. LABOR LIABILITY**

The parties declare that they enter into this sales transaction as independent contractors, and each will use its own resources and personnel to fulfill the obligations assumed in this document.

Accordingly, and for the purposes of Article 13 of the Federal Labor Law, given that the parties are established companies with their own sufficient resources to meet their obligations to their employees, they will not be considered intermediaries, and under no circumstances will this sales transaction be interpreted as creating any employment relationship between the employees, workers, and officials of each party.

Therefore, the Customer agrees to hold the Company harmless from any claims, lawsuits, or liabilities arising from the above concepts or any claims, lawsuits, or liabilities presented by any party against the Company and will reimburse the Company for any amounts it is required to pay as a result.

### **XVI. INVALIDITY**

If any competent court finds that a provision of these General Sales Conditions violates the law, or is otherwise invalid or unenforceable for any reason, the remaining provisions of this document will remain in effect to the extent that such provisions can be reasonably preserved to reflect the parties' intentions, and any invalid or void provision will be considered modified, supplemented, or limited only to the extent necessary to make it valid and enforceable.

## TERMS AND CONDITIONS OF SALE



Objective: To establish the terms and conditions of the Company in relation to the operations conducted with its customers.

Scope: All national and international sales of finished products conducted with REGIOPYTSA's customers.

### **XVII. INTEGRITY**

These terms and conditions constitute the entire agreement between the parties and replace any prior contract or agreement between them, but may be amended and/or supplemented in accordance with the fifteenth clause of this document.

### **XVIII. WAIVERS**

Any waiver of the rights established in this document must be made in advance and in writing by the parties. The fact that either party, at any time, does not require the other to fulfill any of the obligations set forth in this document shall not be construed as a waiver or affect the right of that party to demand compliance with the obligation in question.

### **XIX. HEADLINES**

The headings of the clauses in this document have been included for the convenience of the parties solely to facilitate reading, and therefore do not necessarily define or limit the content of these clauses.

For the purposes of interpreting each clause, only its content should be considered and not its title, and they will not affect the interpretation and validity of this document, nor the terms, conditions, obligations, and rights agreed upon therein.