

Purchase Order No: 3000369274

The purchase order is subject to the terms of any relevant (framework) contract signed by the parties (or on behalf of the parties) and/or the Givaudan General Conditions of Purchase.

Givaudan contact person: GIV_IMS_PSC_SB_MX
 Email: latam.ptp@givaudan.com
 Tel: +52-55-508-11850 Fax: N/A

Date: 06 Oct 2022

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<p>Company TECNORAMPA S.A. DE C.V. + 494 AUTOPISTA MEXICO QUERETARO KM 175 76729 PEDRO ESCOBEDO-EL SAUZ BAJO MEXICO</p> <p>Vendor No: 267494 Payment terms: 60 Days from Invoice Date</p>	<p>Delivery Address: Givaudan de México S.A. de C.V. Camino a Quintanares km 1.5 76700 PEDRO ESCOBEDO MEXICO</p> <p>Invoicing address: MX10 Givaudan de Mexico SA de CV Givaudan de Mexico SA de Avenida Eje Norte Sur No.11 62578 JIUTEPEC</p>
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Ref	Material No and/or Description Your material reference	Quantity	Unit Price	Total
001	W0003- Elevador de carga Delivery Date: 03 May 2023 Attention of: Jose Luis Rodriguez	1 EA	1,674,699.00 /1 EA	1,674,699.00 MXN
002	W0003- Elementos eléctricos Delivery Date: 08 May 2023 Attention of: Jose Luis Rodriguez	1 EA	193,085.00 /1 EA	193,085.00 MXN
Total net amount excluding tax				1,867,784.00 MXN

This is an electronic document valid without signature

Por Favor Confirme a latam.ptp@givaudan.com la RECEPCIÓN Y ACEPTACIÓN de la presente orden de compra, incluyendo precio, cantidad y fecha de entrega.
IMPORTANTE:
 Para consultas sobre:
 - PAGOS
 - CAMBIOS EN SU INFORMACIÓN BANCARIA
 - CONFIRMACIÓN Y ACEPTACIÓN DE ESTA ORDEN DE COMPRA

Por favor comuníquese con nosotros:
 Teléfono: +52 55 5081 1850
 e-mail: latam.ptp@givaudan.com
 Lunes a Viernes 08:00 am a 05:00 pm CDT - Verano
 07:00 am a 04:00 pm CDT – Invierno

Para consultas sobre el portal de proveedores, por favor revise la guía enviada anteriormente con las preguntas frecuentes. En caso de no encontrar una solución, contactarse con el equipo de soporte en los canales antes mencionados.

Para proveedores locales mexicanos con un RFC válido, las FACTURAS y COMPLEMENTOS DE PAGO deben de ser canalizadas a partir del 01 de Octubre 2020 a través del portal de proveedores en formato PDF y XML.

Para proveedores que no tienen la obligación de emitir XML, envíen únicamente sus FACTURAS ELECTRÓNICAS al E-mail: cuernavaca.facturaelectronica@givaudan.com

¡¡RECUERDE!! Informar el presente número de ORDEN DE COMPRA en su/s factura/s de lo contrario las mismas NO serán procesadas.
 Debe emitir su factura a la razón social que corresponda con "INVOICING ADDRESS" de esta Orden de Compra Por favor facturar a Givaudan de Mexico SA de CV, RFC GME920101B39.

Givaudan de México S.A. de C.V.

Camino a Quintanares km 1.5 Mexico, Tel: 52 (442) 211, Fax: 52 (448) 275, Internet: noreply@givaudan.com
 RFC GME920101B39

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Please CONFIRM RECEIPT of Givaudan Order, Pricing, Quantities and Delivery date to latam.ptp@givaudan.com
IMPORTANT:

For inquiries about:

- **PAYMENTS**
- **CHANGES IN YOUR BANKING INFORMATION**
- **PURCHASE ORDER ACKNOWLEDGMENT**

Please contact us:

Phone: +52 55 5081 1850

e-mail: latam.ptp@givaudan.com

Monday to Friday 08:00 am to 05:00 pm CDT – Summer

07:00 am to 04:00 pm CDT – Winter

For inquiries about the vendor portal, please review the guide sent with the FAQs. If you cannot find a solution, contact the support team by E-mail or phone in the previous mentioned channels.

For local Mexican suppliers with a valid RFC, the INVOICES and PAYMENT COMPLEMENTS must be channeled as of October 1, 2020 through the vendor portal in PDF and XML format.

For other suppliers with no obligation to issue an XML, please email only your electronic invoice to:

cuernavaca.facturaelectronica@givaudan.com

REMEMBER! To inform this PURCHASE ORDER number in your invoice/s, otherwise it won't be processed.

Issue your invoices to the "INVOICING ADDRESS" that appears in this purchase order.

Kindly indicate our VAT code in your invoice: RFC GME920101B39.

Givaudan de México S.A. de C.V.

Camino a Quintanares km 1.5 Mexico, Tel: 52 (442) 211, Fax: 52 (448) 275, Internet: noreply@givaudan.com
RFC GME920101B39

GIVAUDAN General Conditions of Purchase (Goods and Services)

1. Applicability.

Each purchase order ("Order") issued by a company in the Givaudan group ("Buyer") to the provider of goods or services ("Vendor") is subject to these General Conditions of Purchase ("Conditions"). In these Conditions, "goods" and "services" refer to the goods or services described or referenced on the face of an Order. "Contract" refers to the Order, the Conditions as well as to any other terms referenced in the Order and/or the Conditions or otherwise expressly agreed to in writing by Buyer and Vendor. The Contract constitutes the entire agreement between Buyer and Vendor and the complete and exclusive statement of the terms and conditions between the parties, notwithstanding anything to the contrary in Vendor's general conditions or in any other document issued by Vendor. Conflicting and additional terms and conditions in any such Vendor document shall be deemed deleted and not binding upon the parties, except insofar as expressly agreed in writing by Buyer.

2. Order Confirmation.

Any Order of goods and/or services must be confirmed in writing by Vendor within two working days from the date of issue of the Order. Without confirmation within the above period, Buyer is entitled to assume that the Order has been tacitly accepted by Vendor. Buyer reserves the right to cancel any order which is not confirmed within the above period.

3. Price.

The price indicated on the Order is considered to be the price agreed between Buyer and Vendor. The price is fixed and cannot be increased by Vendor without the written consent of Buyer.

4. Payment.

Payment by Buyer shall not constitute any admission by Buyer as to the performance by Vendor of its obligations, nor any waiver of its right to warranty or damages.

5. Delivery terms.

Vendor shall deliver the goods and/or perform the services at the place indicated by the Buyer and shall comply with Buyer's delivery instructions. Dangerous goods shall be declared and shipped in accordance with the regulations relating to such goods. Incoterms applied by Buyer are Incoterms 2010.

6. Delivery Date and Time.

Vendor shall deliver the goods and/or perform the services at the date or within the deadline specified on the Order. Vendor shall give notice of delay in delivery or in performance as soon as such delay appears likely and, in any event, before expiry of the date of delivery and/or performance deadline. In case of delay or notice of delay, Buyer will be entitled, at its option, to cancel the Order or agree to an extension of the term of delivery and/or performance, without prejudice to Buyer's right for damages in either case.

7. Packaging.

Packaging of goods shall comply with Buyer's instructions, if any, and be labelled with the following indications: product name, production date, batch number, net weight, gross weight and tare, and other indications mentioned on the Order, if any. Packaging and labelling must also comply with the applicable regulations. Buyer is entitled to reject goods if the packaging, labelling or delivery documents do not comply with the above, are damaged or contaminated, without prejudice to its right to damages.

8. Non-conforming Goods or Services.

At its election, Buyer may inspect the goods and/or services upon receipt, or any time thereafter. Buyer is entitled to reject, at any time, goods or services that do not conform to the Contract requirements, including, but not limited to, the warranties set out in these Conditions, any additional warranties provided by Vendor, and any warranties implied by law. In addition, Buyer may return any goods if such goods are delivered in quantities +/- 10% of the Order quantity. With respect to any such non-conforming goods or services, Buyer is entitled, at its option, to cancel the Order or to call for replacement of the goods or re-performance of services, without prejudice to its right to damages in either case.

9. Warranty and liability.

Vendor warrants and agrees that the: (i) goods and services will be provided in accordance with all requirements of the Contract, (ii) goods will be new; (iii) goods and services will conform to the agreed specifications and any samples, drawings, or performance criteria, specified or agreed by Buyer, (iv) goods and services will be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from faults or defects; and (v) services will be performed in a professional and workmanlike manner and comply with the agreed scope of work. Vendor represents that the goods, services, and all materials incorporated into the goods and/or used in performing the services are produced and delivered in compliance with all applicable laws and regulations including, but not limited to, export controls of the country or countries in which they are doing business. Further, Vendor represents that it complies with all laws and regulations respecting its business operations, including, but not limited to, laws and regulations regarding anti-corruption, anti-money-laundering, human trafficking and organized crime; and Vendor does not, and its suppliers do not, use child labour. Vendor agrees to indemnify, defend and hold Buyer harmless, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, attorneys' fees and court costs) and expenses arising out of, or in connection with, the goods/services or Buyer's use of the goods/services.

10. Insurance.

Vendor will procure and maintain, for as long as Vendor is supplying goods to Buyer or performing services for Buyer, and for one year thereafter, insurance of a form and amounts as are: (i) required by law; (ii) consistent with industry standards; and (iii) reasonably required by Buyer. In all cases, Vendor must maintain insurance to adequately cover its obligations hereunder. Upon Buyer's request, Vendor shall provide Buyer with a certificate of insurance evidencing the coverage that is in effect.

11. Work Permits, Minimum Wage and Working Conditions.

In case services are performed on Buyer's premises, Vendor guarantees that (a) Vendor and/or Vendor's employees are in possession of the authorizations and/or work permits required by applicable laws for the performance of the Contract, including the performance of services on Buyer's premises; and (b) Vendor complies with applicable regulations relating to minimum wage and working conditions. In case of subcontracting, Vendor guarantees that subcontractor is committed in writing to comply with the terms hereunder including the guarantees under preceding paragraphs (a) and (b).

12. Intellectual Property.

Vendor warrants that the provision and/or use of the goods and/or services does not and will not breach any third party intellectual property rights and Vendor agrees to indemnify, defend and hold harmless Buyer, from and against any and all demands, claims, causes of action, damages, liabilities, losses, costs (including, without limitation, attorneys' fees and court costs) and expenses arising out of, or in connection with, infringements of third parties' intellectual property rights resulting from the goods/services or Buyer's use of the good/services. Any intellectual property rights arising out of, or in connection with the services shall belong to Buyer.

13. Confidentiality.

Buyer's Order and all information received from Buyer in connection with the Order shall be kept confidential and not be disclosed by Vendor to any third party nor used for any purpose other than in the performance of the Contract.

14. English Version.

In case of discrepancy between the English version and any translated version of these Conditions, the English version shall prevail.

15. Non-Assignment.

Assignment of the Contract or any interest herein by Vendor, in whole or in part, without the written consent of Buyer, shall be void and of no effect.

16. Subcontracting.

Vendor shall not subcontract the performance of all or any part of its obligations without the prior written consent of Buyer. In case of subcontracting with Buyer's written consent, Vendor shall remain fully responsible for the performance of any subcontracted obligations.

17. Applicable Law and Jurisdiction.

The validity, interpretation, and performance of the Contract is governed by and shall be construed in accordance with the laws of the place of the registered offices of Buyer, without giving effect to any choice of law or conflict of law provision or rule, and specifically excludes the UN Convention on the International Sale of Goods. Any dispute arising out of or in connection with the Contract shall be submitted to the jurisdiction of the courts of the place of Buyer's registered office, without prejudice to Buyer's right to take action at the place of Vendor's registered office.