

PURCHASE AND SALE AGREEMENT CELEBRATE, ON THE ONE PART, BY THE NATURAL PERSON CALLED **JOSÉ LUIS ORDOÑANA VIVAS** , REPRESENTED IN THIS CONTRACT BY THE SAME, WHO HEREINFOR WILL BE REFERRED TO AS "**THE SELLER**" AND ON THE OTHER PART, THE NATURAL PERSON **CAROLEE ORNELAS**, WHO SHALL HEREIN BE REFERRED TO AS "**THE BUYER**", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

**STATEMENTS**

I.- DECLARES. "**THE SELLER**" WHO:

- A. HE IS A NATURAL PERSON WITH LEGAL CAPACITY TO CELEBRATE THIS ACT.
- B. THAT HAS SUFFICIENT ECONOMIC SOLVENCY FOR THE CELEBRATION OF THIS CONTRACT.
- C. WITHIN ITS ACTIVITY IS THE MARKETING OF DIFFERENT TYPES OF ELEVATORS AND RAMPS.
- D. IT HAS ESTABLISHED ITS ADDRESS AT: HIGHWAY MÉXICO QUERÉTARO, 175+494 NA PB, EL SAUZ BAJO, PEDRO ESCOBEDO, QUERÉTARO, QUERÉTARO.
- E. YOUR FEDERAL TAXPAYER REGISTRATION IS: OOV1800920R44.

II-- DECLARE. "**THE BUYER**" WHO:

- A. HE IS A NATURAL PERSON WITH LEGAL CAPACITY TO CELEBRATE THIS ACT.
- B. THAT HAS SUFFICIENT ECONOMIC SOLVENCY FOR THE CELEBRATION OF THIS CONTRACT.
- C. WHAT YOU ACQUIRE **(1) CREW EVOLUTION ELEVATOR**, TECNORAMPA BRAND, MANUFACTURED BY THE SELLER, WHICH HEREON AND FOR THE PURPOSES OF THIS AGREEMENT WILL BE REFERRED TO AS "**THE EQUIPMENT**" AND/OR "**THE EQUIPMENT**" MARKETED BY "**THE SELLER**".
- D. HAS ITS ADDRESS ESTABLISHED AT: CALLE FAROLITO 15; SECTION II; GUADALUPE COLONY; SAN MIGUEL DE ALLENDE, GUANAJUATO, CP 7787
- E. CURP: OEXC461231MNERXR00.

*Carolee Ornelas*

**CLAUSES**

**FIRST. - OBJECT.**

"**THE SELLER**" SELLS TO "**THE BUYER**", "**THE TEAMS**" **(1) CREW EVOLUTION LIFT** , TECNORAMPA BRAND , MANUFACTURED BY "**THE SELLER**" , WITH THE CHARACTERISTICS SPECIFIED IN ANNEX A.

**SECOND. - PRICE.**

THE TOTAL PRICE OF "**THE EQUIPMENT**" IS **\$28,800.00 USD (TWENTY-EIGHT THOUSAND EIGHT HUNDRED AMERICAN DOLLARS 00/100 DOLLAR CENTS)**, THE CONTRACTORS AGREE THAT IT WILL BE PAID AS FOLLOWS:







1.-50%, IN ADVANCE, THAT IS THE AMOUNT OF **\$14,400.00 MN (FOURTEEN THOUSAND FOUR HUNDRED AMERICAN DOLLARS 00/100 DOLLAR CENTS)** , AMOUNT THAT IS PAID TO THE SIGNING OF THIS CONTRACT

2.-THE 35%, THAT IS THE AMOUNT OF **\$10,080.00 MN (SIXTY-THREE THOUSAND NINE HUNDRED AND EIGHTY PESOS 00/100 NATIONAL CURRENCY)**, IT WILL BE PAID THREE WEEKS BEFORE NOTICE OF SHIPMENT.

3.- 15%, THAT IS THE AMOUNT OF **\$4,320.00 (FOUR THOUSAND THREE HUNDRED AND TWENTY AMERICAN DOLLARS 00/100 DOLLAR CENTS)** , WILL BE PAID A MAXIMUM 03 DAYS AFTER THE FORMAL DELIVERY OF THE EQUIPMENT COMMISSIONED.

IF " **THE BUYER**" REQUESTS "**THE SELLER**" ANY CHANGE IN THE DELIVERY DATES AND/OR PAYMENT DATES, THE PROCEDURE MENTIONED IN CLAUSE NINTH PARAGRAPH THREE MUST BE FOLLOWED, AND THE DELIVERY OF THE EQUIPMENT WILL BE RESCHEDULED AT THE TIMES OF DELIVERY THAT "**THE SELLER**" HAS AVAILABLE ,

WHEN "**THE BUYER**" MAKES HIS FINAL PAYMENT, "**THE SELLER**" WILL SEND THE WARRANTY POLICY BY EMAIL THAT COVERS THE FOLLOWING:

- A) 1 YEAR WARRANTY IN OPERATION
- B) ONE YEAR OF CIVIL LIABILITY COVERAGE UP TO ONE MILLION PESOS.

**THIRD. - DELIVERY TIME AND PAYMENT METHOD.**

THE EQUIPMENT IS SUPPLIED AND INSTALLATION BEGINS IN 16 WEEKS, HOWEVER, THIS CONTRACT MUST BE DULY SIGNED BY BOTH PARTIES, THE PAYMENTS AT 85% ACCORDING TO THE PROVISIONS OF THIS CONTRACT AND THE PREPARATIONS IN ACCORDANCE WITH THE MECHANICAL GUIDE.

THE CONTRACTING PARTIES AGREE THAT THE PAYMENT OF THE AMOUNTS INDICATED IN THE ABOVE CLAUSE WILL BE MADE BY ELECTRONIC TRANSFER TO THE ACCOUNT OF "**THE SELLER**", AT THE BANAMEX BANKING INSTITUTION, ACCOUNT NUMBER 2895085998 , BRANCH 289, ACCOUNT CLABE 00268502 8950859984. -----

**QUARTER. - PAYMENT WITHHOLDING.**

IN THE EVENT OF NON-COMPLIANCE WITH ANY OF THE CLAUSES OF THIS CONTRACT BY "**THE SELLER**" , "**THE BUYER**" MAY WITHHOLD THE PAYMENT OF THE ORDER UNTIL THE PENDING ITEM IS COMPLIED WITH.

**FIFTH. - VALIDITY.**

THE VALIDITY OF THIS CONTRACT IS FROM THE SIGNING OF THIS CONTRACT, UNTIL THE COMPLETION OF THE INSTALLATION OF "**THE EQUIPMENT**" BY "**THE SELLER**" AND THE PAYMENT OF THESE IN FULL BY "**THE BUYER**".

**SIXTH. - PENALTIES FOR CANCELLATION OR NON-COMPLIANCE IN PAYMENT.**

IF ANY OF THE CONTRACTING PARTY WISHES TO CANCEL THIS CONTRACT IN AN UNJUSTIFIED MANNER, AND/OR FAILS TO COMPLY WITH ANY OF THE TERMS AND CLAUSES EXPRESSED IN THIS CONTRACT, THEY WILL HAVE A PENALTY OF 20% ON THE TOTAL VALUE OF THE ORDER.

*Carla Om...*







HOWEVER, THE CONTRACTORS MAY TERMINATE THE CONTRACT EARLY AT ANY TIME, GIVING WRITTEN NOTICE TO THE OTHER PART WITH 10 (TEN) CALENDAR DAYS IN ADVANCE, FINALIZING THE OTHER PARTY OF THE WORK EXECUTED.

THE CONTRACTORS ARE BOUND TO COMPLY WITH EACH AND EVERY ONE OF THE CLAUSES STATED IN THIS CONTRACT. IF EITHER OF THE PARTIES IS IN NON-COMPLIANCE, THEY MUST BE OBLIGED TO REMOVE THE OTHER PARTY FROM ANY DISPUTE DUE TO THE NON-COMPLIANCE.

ANY MODIFICATION IN DELIVERY TIME AND/OR THAT HAS TO DO WITH THE EQUIPMENT, BOTH PARTIES WILL SIGN A DOCUMENT IN WHICH THEY AGREE AND WHICH SPECIFIES THAT THERE ARE NO OBLIGATIONS TO BE FULFILLED BY THE CONTRACTORS.

IF THE TERMINATION OCCURS BY DECISION OF **"THE BUYER"** AND THE CAUSES THAT FORCED THE EARLY TERMINATION WERE NOT ATTRIBUTABLE TO **"THE SELLER"**, **"THE BUYER"** WILL COVER **"THE SELLER"**, THE WORK EXECUTED, AND THE PAYMENT OF THE EXPENSES NON-RECOVERABLE DAMAGES WHICH HAVE BEEN MADE UNTIL THIS DATE, IN ACCORDANCE WITH THE OPINION PREPARED BY THE PROJECT SELLER.

**SEVENTH. - INSTALLATION ADDRESS.**

THE ADDRESS INDICATED FOR THE INSTALLATION OF THE EQUIPMENT IS: CALLE FAROLITO 15; SECTION II; GUADALUPE COLONY; SAN MIGUEL DE ALLENDE, GUANAJUATO, CP 7787

**"THE BUYER"** AUTHORIZES AND GIVES HIS BROAD AND EXPRESS CONSENT TO CARRY OUT THE LIFTING AT THE PLACE DESIGNATED WITH PRIOR APPOINTMENT, WHICH WILL BE CARRIED OUT BETWEEN 10 AND 15 BUSINESS DAYS AFTER HAVING RECEIVED HIS CORRESPONDING PAYMENT, HEREBY CONFIRMING HAVE PERSONALLY VISITED THE FOOT THE DESIGNATED PLACE BEFORE BEGINNING THE MANUFACTURING AND INSTALLATION OF YOUR PURCHASED EQUIPMENT, THEN THE MECHANICAL GUIDE WILL BE SENT TO YOU, WHICH WILL REMAIN AS AN ANNEX TO THE CONTRACT, WHICH MUST BE PREVIOUSLY AUTHORIZED AND SIGNED BY BOTH CONTRACTORS BEFORE BEGINNING, ALSO THIS MUST BE BE SIGNED AND DELIVERED TO **"THE SELLER"** 5 WEEKS IN ADVANCE OF THE DELIVERY AGREED IN THE THREE CLAUSE OF THIS CONTRACT.

**EIGHTH. - PERMITS.**

**"THE BUYER"** AGREES THAT THE PROPERTY WHERE **"THE EQUIPMENT"** MATTER OF THIS CONTRACT WILL BE PLACED IS HIS PROPERTY AND IS LEGALLY REGULATED AND THAT THE FACT OF BUILDING IN THIS AREA DOES NOT ALTER THE STANDARDS SET BY THE FEDERAL GOVERNMENT TO THE INSTITUTION WHICH **"THE BUYER"** REPRESENTS AND ASSUMS RESPONSIBILITY FOR THE REGULATION OF THE PROPERTY AND CORRECT USE OF LAND AND IF A CONSTRUCTION PERMIT IS REQUIRED , **"THE BUYER"** COMMITS TO MANAGING THE CONSTRUCTION PERMIT AND IF THIS IS DELAYED, THIS TIME WILL DIFFER FROM THE PROJECT.

**"THE SELLER"** COMMITS THAT ALL ITS STAFF HAS IDENTIFICATION, SAFETY EQUIPMENT, FOR USE AND PROTECTION WITHIN THE FACILITIES, AS WELL AS REGISTRATION IN THE IMSS OF THE PERSONNEL WHO INSTALLS, **"THE EQUIPMENT"** AND THE COMPLIANCE WITH THEIR OBLIGATIONS DURING THE PERIOD OF EXECUTION OF THE WORK.

*Carla Oren*







"**THE SELLER**" IS A COMPANY, ORGANIZED IN ACCORDANCE WITH ARTICLE 15 AND 16 OF THE FEDERAL LABOR LAW AND HAS ITS OWN RESOURCES TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT.

"**THE BUYER**" IS THE ONE WHO WILL SIGN THE MECHANICAL GUIDE AND DELIVERY REPORT.

**NINTH. - MODIFICATIONS.**

NONE OF THE CONTRACTING PARTY MAY VARY THE PROJECT WITHOUT EXPRESS CONSENT OF THE OTHER AND IF "**THE BUYER**" WANTS TO MAKE ANY MODIFICATION TO THE INITIAL PROJECT, HE MUST NOTIFY IT IN WRITING TO "**THE SELLER**", AWARE THAT THE COSTS IN WHICH INCURRED BY THIS REASON, THEY MUST BE ABSORBED BY "**THE BUYER**".

BOTH CONTRACTORS AGREE THAT ANY MODIFICATION TO THIS CONTRACT MUST BE MADE IN WRITING THROUGH AN ADDENDUM OR MODIFICATION AGREEMENT DULY SIGNED BY THE PARTIES, WHICH WILL BE INCORPORATED INTO THIS CONTRACT AS AN INTEGRAL PART THEREOF, THE ABOVE IN THE INTELLIGENCE THAT THIS CONTRACT IT WILL CONTINUE IN FORCE IN ALL ITS OTHER CLAUSES. VERBAL AGREEMENTS WILL NOT HAVE LEGAL EFFECTS AND WILL BE DEEMED NOT CENTERED.

IF "**THE BUYER**" REQUIRES CHANGES IN DELIVERY TIMES AND/OR PAYMENTS FOR MORE THAN THIRTY BUSINESS DAYS, THAN THE TIME AGREED IN THE CONTRACT, "**THE BUYER**" MUST FINALIZE "**THE EQUIPMENT**" 100%, THIS FOR REASONS OF STORAGE AND CHANGES IN THE AGREED DELIVERY TIME AND THUS GUARANTEE THE DELIVERY OF "**THE EQUIPMENT**". AND THIS CHANGE MUST BE MADE THROUGH AN ADENDUM.

**TENTH. - DAMAGE**

"**THE SELLER**" WILL NOT COVER THE AMOUNT OF THE WARRANTY IN THE EVENT OF FAILURE ATTRIBUTABLE TO "**THE BUYER**" DUE TO NEGLIGENCE OR INEXPERIENCE IN THE HANDLING AND OPERATION OF "**THE EQUIPMENT**" OR SOME OTHER CAUSE NOT SPECIFIED IN THE WARRANTY.

**ELEVENTH. - EQUIPMENT WARRANTY.**

"**THE SELLER**" WILL PROVIDE TO "**THE BUYER**" A 1 (ONE) YEAR WARRANTY REGARDING THE QUALITY OF "**THE EQUIPMENT**" AND THE GOOD FUNCTIONING OF THE EQUIPMENT IN ALL ITS PARTS AND SERVICES.

"**THE SELLER**" WILL NOT COVER THE AMOUNT OF THE WARRANTY IN THE EVENT OF FAILURE ATTRIBUTABLE TO "**THE BUYER**" DUE TO NEGLIGENCE OR INEXPERIENCE IN THE HANDLING AND OPERATION OF "**THE EQUIPMENT**" OR SOME OTHER CAUSE NOT SPECIFIED IN THE WARRANTY

**TWELFTH. - MAINTENANCE POLICY.**

CORRECTIVE MAINTENANCE, TO KEEP "**THE EQUIPMENT**" IN PERFECT CONDITION, IS INCLUDED DURING THE WARRANTY PERIOD OF THIS CONTRACT, COUNTED FROM THE DATE OF DELIVERY TO FULL SATISFACTION, AND PROPERLY FUNCTIONING THE EQUIPMENT, ONLY REQUIRED TO REQUEST WITH ITS NUMBER OF CUSTOMER IN SYSTEM TO CARRY OUT IT, AFTER THIS PERIOD THE MAINTENANCE SERVICE WILL BE QUOTED AND PAID INDEPENDENT OF THIS CONTRACT.







**THIRTEENTH. - EMPLOYMENT RELATIONSHIP.**

THE PERSONNEL EMPLOYED BY THE CONTRACTING PARTIES, TO FULFILL THEIR OBLIGATIONS, WILL NOT HAVE ANY EMPLOYMENT RELATIONSHIP WITH THE COUNTERPARTY, NOR WILL THEY BE CONSIDERED AGENTS OR COMMISSIONERS OF THESE, THEREFORE, THE CONTRACTING PARTIES WILL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE OBLIGATIONS IN THE RESPECTIVE MATTER. LABOR TO ITS OWN STAFF, COMMITTING TO REMOVE IN PEACE AND SAFELY THE CONTRARY OF ANY CLAIM THAT MAY BE FILED IN THIS ASPECT.

**FOURTEENTH. - TERMINATION.**

FAILURE TO COMPLY WITH ANY OF THE OBLIGATIONS CONTRACTED BY THE CONTRACTING PARTY SHALL BE CAUSE FOR TERMINATION OF THIS CONTRACT WITHOUT THE NEED FOR PRIOR JUDICIAL DECLARATION.

**FIFTEENTH. - ASSIGNMENT.**

THE CONTRACTING PARTY MAY NOT AFFECT, ASSIGN OR TRANSFER THE RIGHTS AND OBLIGATIONS THAT IN THEIR FAVOR AND AT THEIR OWN CHARGE ARIS FROM THIS CONTRACT, EXCEPT BY PRIOR, EXPRESS AND WRITTEN AGREEMENT.

**SIXTEENTH. - CONFIDENTIALITY.**

THE CONTRACTORS ACKNOWLEDGE THAT THE INFORMATION, DOCUMENTS, KNOWLEDGE, MANUALS, PRODUCTS OR SERVICES TO WHICH THEY HAVE ACCESS UNDER THIS AGREEMENT, ARE THE EXCLUSIVE PROPERTY OF THE PARTY THAT ORIGINATED THEM AND ARE OBLIGED TO MAINTAIN THE MOST ABSOLUTE CONFIDENTIALITY FOR 15 YEARS. SIGNING THIS AGREEMENT, AGREEING NOT TO REVEAL THEM OR MAKE THEM ACCESSIBLE TO THIRD PARTIES UNDER ANY FORM OR PROCEDURE.

**SEVENTEENTH. - NORMATIVITY.**

IN EVERYTHING NOT EXPRESSLY PROVIDED FOR IN THIS CONTRACT, THE CONTRACTING PARTIES ADJUST TO THE RELATIVE PROVISIONS OF THE MERCANTILE AND CIVIL CODE IN FORCE IN THE STATE.

**- DATA:**

SELLER: HIGHWAY MEXICO QUERÉTARO, 175+494 NA PB, EL SAUZ BAJO, PEDRO ESCOBEDO, QUERÉTARO, QUERÉTARO. TEL. 427 27 2 40 41 , EMAIL: [ventas@tecorampa.com.mx](mailto:ventas@tecorampa.com.mx).

BUYER ; 15 FAROLITO STREET; SECTION II; GUADALUPE COLONY; SAN MIGUEL DE ALLENDE, GUANAJUATO, CP 7787 TEL: 415 145 5487 EMA IL [carolee.ornelas@gmail.com](mailto:carolee.ornelas@gmail.com)

**NINETEENTH. - ELECTRONIC SIGNATURE.**

BOTH PARTIES AGREE TO ELECTRONICALLY SIGN THIS ELECTRONIC AND/OR DIGITAL AGREEMENT THAT THEY ESTABLISH FOR THIS. SUCH SIGNATURE WILL CONSTITUTE FOR ALL LEGAL PURPOSES THE EXPRESS MANIFESTATION OF THE WILL OF EACH PARTY TO CELEBRATE AND BE BOUND BY THE TERMS OF THIS INSTRUMENT, AS WELL AS TO AUTHENTICATE THE SAME, SO SUCH ELECTRONIC SIGNATURE WILL HAVE THE SAME VALIDITY, FORCE AND LEGAL EFFECT AND PROBATORIAL VALUE THAN YOUR AUTOGRAPH SIGNATURE.

*Carolee Ornelas*







**TWENTIETH. VICES OF CONSENT AND TOTALITY.**

THE PARTIES EXPRESS THAT IN THE CELEBRATION OF THIS AGREEMENT, THERE IS NO DELICT, BAD FAITH, VIOLENCE, ERROR OR ANY OTHER DEFECT OF THE WILL THAT MAY INVALID IT, FOR WHICH THEY WAIVE THE TERM GRANTED BY THE LAW FOR SUCH EFFECT.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT WHICH THE CONTRACTING PARTIES HAVE REACHED IN RELATION TO THE SUBJECT OF THIS CONTRACT, THEREFORE, ITS SOLE SUBSCRIPTION LEAVES WITHOUT EFFECTS ANY OTHER CONTRACT, AGREEMENT, AGREEMENT OR PREVIOUS NEGOTIATION WHICH THE PARTIES HAVE EXECUTED OR CARRIED OUT WITH. RELATIONSHIP TO THE PURPOSE OF THIS INSTRUMENT.

**TWENTY-FIRST. - JURISDICTION.**

THE CONTRACTING PARTIES AGREE THAT IN THE EVENT OF DISPUTE OR INTERPRETATION OF THE OBLIGATIONS AND RIGHTS ACQUIRED IN THIS CONTRACT, THEY EXPRESSLY WAIVE THE JURISDICTIONS WHICH MAY APPLY TO THEIR CURRENT OR FUTURE DOMICILE, THEREFORE, THEY SUBMIT TO THE APPLICABLE LAWS AND COMPETENT COURTS. FROM THE CITY OF SAN JUAN DEL RÍO, STATE OF QUERÉTARO.

THIS CONTRACT IS SIGNED IN DUPLICATE IN THE CITY OF PEDRO ESCOBEDO, QUERÉTARO, ON APRIL 24, 2024.

"THE SELLER"

"THE BUYER"

**JOSÉ LUIS ORDOÑANA VIVAS**

**CAROLEE ORNELAS**

