The following terms and conditions of sale (the "Terms and Conditions") govern the acceptance by GLASSFIBER DEL NORTE S.A. de C.V. (the "Seller") of purchase orders for products and/or services (the "Goods") to be delivered by the Seller to the customer (the "Buyer"). By purchasing our Goods, the Buyer accepts these Terms and Conditions of Sale. No document provided by the Buyer before or after the purchase shall modify this agreement.

1.- ACCEPTANCE OF PURCHASE ORDERS AND ORDERS

Purchase orders, forms, or orders issued by the Buyer shall constitute solely a request for supply and shall not be binding upon the Seller. The Seller's acceptance of any order or purchase order, whether by means of a sales order, invoice, written communication, or commencement of delivery of the Goods, shall be limited exclusively to the price, quantity, and delivery terms specified in the purchase order and shall be expressly conditioned upon the Buyer's acceptance of these Terms and Conditions of Sale. These Terms and Conditions of Sale shall prevail over any terms or conditions of purchase of the Buyer, regardless of whether such terms are contained in a purchase order, contract, form, electronic portal, specification, or any other document received before or after acceptance of the order. The acceptance of an order or shipment of the Goods shall not constitute, nor shall it be construed as, formal or implied acceptance of any terms, conditions, or policies printed on or referenced in the Buyer's purchase order and/or order, all of which are expressly rejected and shall have no legal effect. If the Buyer wishes to propose changes to or object to these terms and conditions, the Buyer must notify the Seller in writing and separately from its purchase orders and/or orders. Any modification or addition shall be deemed a proposal and shall only become valid if documented through a formal amendment expressly accepted in writing and signed by the Seller's duly authorized legal representative. The Buyer's receipt, use, or retention of the Goods for more than five (5) calendar days following delivery shall constitute acceptance of these Terms and Conditions of Sale if they have not previously been accepted in writing. Certificates of compliance, declarations, or special requirements must be requested by the Buyer at the time the purchase order is placed. The Seller shall not be obligated to provide any requirements that have not been previously agreed upon in writing.

2. PRICES

All prices are subject to change without prior notice and may vary due to market fluctuations. Unless otherwise agreed, the Goods shall be invoiced at the price in effect on the shipment date. Goods in transit or held in the Buyer's inventory shall not be subject to price adjustments. The Buyer shall be responsible for any applicable taxes imposed under national or international laws in effect during the sale, manufacturing, processing, or delivery of the Goods. Prices shall be stated in United States Dollars (USD) or in the currency of the country specified on the invoice. Both parties agree to maintain strict confidentiality regarding prices, and neither party may disclose such prices to any third party without the prior written consent of the other party.

3. PAYMENT TERMS AND CONDITIONS

Payment terms and conditions are subject to approval by the Seller's Credit Department as of the invoice date. If any doubt arises regarding the Buyer's financial solvency, the Seller may require payment in advance, or production of the Goods may be interrupted and shipments suspended until payment has been satisfactorily received. Unless otherwise specified by the Seller, payment terms and conditions shall not exceed one (1) calendar day following the invoice date of the Goods. Payments shall be credited to the Buyer and shipments shall be released only when the payment funds are available to the Seller without any restriction affecting the actual collection or availability of such funds in favor of the Seller. In the event that the Buyer fails to make payment within the agreed term, such failure shall constitute sufficient cause for the Seller, at its sole discretion, to suspend the supply of Goods, without any liability whatsoever on the part of the Seller, regardless of any existing contract, supply obligation, or penalty that the Buyer may incur with third parties. The Seller shall not be liable for any direct or indirect consequence arising from such suspension, including, without limitation, production line stoppages, suspension of construction work, installation delays, economic losses, third-party damages, or any other adverse effect that the Buyer may allege as a result of the interruption of supply. Resumption of supply shall be subject to full payment of all outstanding amounts and approval by the Seller's Credit Department.

4. DELIVERY OF GOODS

Delivery of the Goods shall be made in accordance with the F.O.B. Incoterm at the Seller's shipping point, notwithstanding any freight charges, if applicable. The Seller shall use commercially reasonable efforts to ship the Goods in accordance with the timeframes set forth in the current price list, but shall not be liable for delays in delivery. If approval of drawings is required, such approvals must be provided in a timely manner in order to maintain the committed delivery date. The Seller shall determine the point of origin of the shipment, method of transportation, and shipping route. The Seller shall invoice the Buyer in advance for the applicable transportation charges. The Seller shall not be liable for damage to the Goods or failure of delivery occurring after the Goods have been delivered to the carrier. The Buyer shall be solely responsible for any demurrage or delay charges incurred at destination. The sale excludes any unloading or handling operations at destination. All Goods shall be transported at the Buyer's sole account, risk, and expense. The Buyer shall have a period of seven (7) calendar days following receipt of the Goods to inspect and accept or reject them. Goods that are visibly damaged, defective, or short in quantity must be reported to the Seller within five (5) calendar days following delivery. Under no circumstances shall acceptance exceed ten (10) calendar days following shipment of the Goods. The Buyer may not withhold payment for Goods that have been delivered and are not subject to dispute. The Seller shall have no obligation to make any shipment while the Buyer is in breach of any agreement between the parties.

5. TITLE; RISK OF LOSS; SECURITY INTEREST

Title to the Goods sold shall remain with the Seller (retention of title) until the Goods have been paid for in full, and the Buyer agrees to execute and perform all acts necessary to perfect the sale and transfer of title to the Goods from the Seller to the Buyer. Any risk of loss or damage to the Goods shall pass to the Buyer at the time the Seller delivers the Goods to the carrier responsible for shipment, regardless of the shipping and insurance arrangements made by the Seller on behalf of the Buyer.

6. RETURNS

Returns of Goods shall only be accepted if the Seller provides the Buyer with prior written approval, subject to the following: For returns consistent with the Buyer's right to reject or refuse acceptance of the Goods for a justified cause attributable to the Seller, provided such rejection is made within five (5) calendar days from the invoice date, the Seller may, at its option, issue a credit memo in favor of the Buyer, refund the purchase price upon return of the Goods, repair or replace the Goods, and pay reasonable commercial costs associated with the return of the Goods. The foregoing is understood to mean that the Seller shall not be liable to the Buyer or any third party for any loss or damage, whether direct or indirect, arising from any breach of warranty or from any other cause. No return request based on damaged or defective Goods, or on material specified by the Buyer, shall be approved if such request was not made within the periods established in Sections 4 and 7 of these Terms and Conditions. All returns shall be subject to a twenty percent (20%) restocking/return charge.

7. LIMITATION OF LIABILITY; LIMITED WARRANTY; SPECIFICATIONS

The Goods sold pursuant to these Terms and Conditions are warranted against manufacturing defects for a period of thirty (30) calendar days following the invoice date of such Goods; provided, however, that the foregoing shall be subject to the Seller's normal manufacturing tolerances. The foregoing warranty shall not extend to any Goods that have been altered after delivery to the Buyer or to any Goods manufactured according to specifications designated by the Buyer. Note: The Seller's products may vary in design and construction details from descriptions contained in any literature or from any sample, display, or other model inspected by the Buyer. Any other express or implied warranty, including, without limitation, any warranty of merchantability or fitness for a particular purpose, is hereby expressly excluded. The Buyer agrees that it shall not alter, modify, or add limitations to this warranty. If the Buyer elects to provide any additional warranty or make any additional representations of its own, such warranties and representations shall expressly state that they are made solely by the Buyer and not by the Seller. Any claim under this limited warranty shall be deemed waived by the Buyer unless made as follows: (i) in writing and received by the Seller within five (5) calendar days following delivery if the Goods are visibly damaged or defective, or otherwise within ten (10) calendar days following shipment; or (ii) if the defective Goods have been discarded, destroyed, or altered by the Buyer at its premises prior to inspection by the Seller. Any claim relating to defective Goods for any reason shall be waived by the Buyer upon expiration of ten (10) calendar days following the shipment date of the Goods. Where the Goods are manufactured in accordance with drawings, specifications, designs, or instructions provided by the Buyer or by a third party designated by the Buyer, the Seller warrants solely that the Goods conform to such drawings, specifications, designs, or instructions and assumes no responsibility whatsoever for the design, application, integration, performance, installation, or suitability of the finished product.

8. LIMITATION OF REMEDIES

The Seller's sole liability and the Buyer's sole and exclusive remedy with respect to any breach of the warranty set forth in Section 7, whether based upon negligence, breach of warranty, strict liability, or any other legal theory, shall be strictly limited, at the Seller's option, to: (a) repairing only the specific part that is the subject of the claim; (b) replacing such part with a similar quantity of defect-free Goods; or (c) refunding the purchase price corresponding to the affected part, provided that the return has been approved in accordance with Section 6 above. The foregoing remedy shall constitute the Buyer's sole and exclusive remedy with respect to the entirety of any liability that the Seller may incur under this agreement or in connection with any action arising therefrom, including any manufacturing defect, sale, delivery, reshipment, or use of the Goods covered by these Terms and Conditions, whether pursued under this agreement, in any judicial or administrative proceeding, including negligence or strict liability claims, or otherwise. In no event shall the Seller's liability exceed the purchase price actually paid for the specific Goods giving rise to the claim. If the Buyer transfers to any third party title to the Goods or any right or benefit relating thereto, the Buyer agrees to indemnify, defend, and hold harmless the Seller from and against any liability transferred as a result thereof or exceeding the liabilities assumed by the Seller under these Terms and Conditions.

9. NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES

The Seller, its contractors, and its suppliers shall not be liable to the Buyer or any third party for any claim asserted through or by the Buyer arising from or relating to any damaged, lost, or impaired property or equipment, loss of income, loss of use of equipment, loss of capital, claims by the Buyer's customers, or any consequential damages caused directly or indirectly by negligence, breach of warranty, liability, or any other cause. The consequential damages described herein may not be claimed or recovered, even if the repair, replacement, or refund provided as a remedy for breach of the limited warranty fails of its essential purpose or for any other reason.

10. FORCE MAJEURE

The Seller shall not be liable for any failure or delay in delivery of the Goods or in the performance of its obligations to the Buyer if such failure or delay is caused by any of the following: (a) good-faith compliance with any national or international law, regulation, or order issued by any foreign, national, federal, state, or local authority; (b) any event of force majeure, including, without limitation, floods, hail, fires, hurricanes, tornadoes, and similar events; (c) strikes or any labor, union, political, or other disputes; (d) delays or failures by suppliers or third parties in supplying materials or providing any services required for the performance of the Seller's obligations; (e) delays or failures by carriers; or (f) any other cause, contingency, or circumstance beyond the Seller's reasonable control that affects the performance of its obligations under these Terms and Conditions. The Seller shall determine in good faith whether any situation constitutes a contingency or otherwise affects the performance of its obligations.

11. DEFAULT

In the event of any default by the Buyer, the Buyer shall be obligated to pay all costs, expenses, administrative and judicial costs, and attorneys' fees incurred by the Seller in connection with collection actions or actions taken to prevent or remedy such default. Furthermore, all overdue and unpaid balances shall accrue default interest at a rate greater than three percent (3%) per month, from the date payment becomes due until such amounts are paid in full. The Buyer acknowledges and agrees that receipt of the Goods or the corresponding invoice formally establishes its obligation to make timely payment in accordance with the applicable terms.

12. SEVERABILITY

If any provision of these Terms and Conditions is declared invalid, unenforceable, or illegal by a court of competent jurisdiction, such provision shall be removed or modified to the extent necessary to make it valid and enforceable. The remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT; TERMS; AMENDMENTS; THIRD-PARTY BENEFICIARIES

These Terms and Conditions, together with the Sales Order or Invoice issued by the Seller, constitute the entire agreement between the parties with respect to the applicable transaction and supersede any prior negotiations, proposals, communications, or agreements, whether oral or written. Any amendment, agreement, extension, authorization, change in payment terms, release of Goods, discount, rebate, waiver, forgiveness of amounts owed, or any other agreement modifying the rights or obligations arising from the commercial relationship shall only be valid if made in writing and signed by the Seller's Legal Representative. No director, manager, employee, sales executive, sales representative, or any person other than the Seller's Legal Representative shall have authority to bind the Seller or modify these Terms and Conditions. Accordingly, any act, authorization, promise, or agreement made by any such person shall have no legal effect upon the Seller. The Buyer acknowledges and agrees that it may not rely upon or invoke any such acts or agreements as the basis for any judicial, administrative, or extrajudicial claim. In the event of any discrepancy between the Sales Order (Invoice) and these Terms and Conditions, the provisions of the Sales Order (Invoice) shall prevail. Nothing contained in this agreement shall confer any rights or remedies upon any third party that is not a party to this agreement.

14. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any dispute arising out of or relating thereto shall be governed by and construed in accordance with the laws in force in the State of Nuevo León, Mexico, expressly excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG/Vienna Convention). For the interpretation, performance, enforcement, or execution of these Terms and Conditions, the parties expressly submit to the jurisdiction of the competent courts located in Monterrey, Nuevo León, Mexico, expressly waiving any other jurisdiction or venue that may correspond to them by reason of their present or future domicile or for any other cause. The parties acknowledge as valid any notices and demands delivered to the addresses or through the contact methods previously designated by the parties, in accordance with applicable law.