

WESCO Distribution de México, Srl
Terms and Conditions of Sale

1. The following terms and conditions apply to all sales of equipment and products by WESCO Distribution de México, Srl or its related companies, affiliates or subsidiaries ("Seller") to its customer ("Buyer") indicated in the quotation form set forth on the reverse side of this document. The Seller rejects any term or condition contrary, inconsistent with or in addition to those set forth in this document. In the event that there is no express declaration of consent to the terms and conditions hereof, the receipt of the goods by the Buyer shall be understood to be an implied consent to the offer.

The terms and conditions set forth below constitute the final, complete and exclusive agreement between the Seller and the Buyer relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. The terms and conditions set forth below shall be applicable unless other different or additional terms and conditions are provided in a separate written agreement signed by the Seller and the Buyer or reference is made to them in the Seller's proposal, in which case, such terms and conditions shall be applicable exclusively to the specific subject involved.

2. All quotations are with free on board (FOB) delivery at the point of shipment, and each delivery or shipment shall be considered a separate and independent transaction. Title to the merchandise and risk of damage thereto or loss thereof, shall pass to the Buyer upon delivery of such merchandise FOB delivery at point of shipment.
3. The Seller shall use its reasonable efforts to ship the merchandise to the Buyer in accordance with the shipment schedule set forth in the "week of delivery" column of the quotation form. However, the Seller and the Buyer agree that the shipping dates given in advance thereof are approximate. The Seller shall not be liable for damages or lost profits of any kind as a result of a delay in delivery for any reason or for the omission or delay of deliveries of goods caused by any event beyond its reasonable control, including but not limited to fire, floods, strikes, force majeure, acts of God, acts of government authorities or acts of the Buyer, transportation problems, supplier delays and sudden changes in economic conditions. In the event of delay in delivery due to any of such causes, the specified delivery or shipment date shall be extended for a sufficient period of time necessary to remedy the damage caused by such delay.
4. The Seller does not grant any express or implied warranty in connection with the goods. The Seller sells such goods with any defects they may have acquired in the manufacture thereof, but Seller shall make its reasonable commercial efforts to obtain from the supplier, in accordance with commercial practices, the repair or exchange of goods in which defects in labor or materials are verified by the Seller. The entire risk as to satisfactory quality and performance of the goods is with the Buyer. In addition, the Seller is not liable for any obligations arising with respect to patent infringement. However, if the Buyer notifies the Seller of the existence of a claim for patent infringement, the Seller shall make its reasonable efforts to have the manufacturer grant to the Buyer indemnification rights that the manufacturer normally grants in connection with such disputes.

The foregoing warranties are exclusive and are issued in lieu of any other warranty, whether express, implied or provided by law, and shall apply in lieu of any other liability or obligation of the Seller, including, without limitation, any liability or obligation for damage, loss or injury (whether direct, indirect, exemplary, special, consequential, moral or incidental) arising out of or in connection with the delivery, use or performance of the goods. The above-mentioned remedies are the only remedies that the Buyer has against any omission committed by the Seller in the performance of its obligations. The Buyer hereby waives any rights that it might otherwise be entitled to in connection with this Section 4.

5. The Seller reserves the right to demand from the Buyer total payment in cash before placing an order, or before the manufacture, the shipment or delivery of the corresponding products.

6. This purchase order may be cancelled by the Buyer only if the Seller agrees and only if accompanied by payment in full of expenses which the Seller may have incurred.
7. The Seller and its direct and indirect suppliers and contractors shall not be liable for any damage (including negligence and strict liability) or any other damages or losses to third party property or equipment, loss of income or profits, loss of use of equipment or power systems, capital cost, purchase cost or repair of temporary equipment or power (including additional expenses incurred in the use of existing facilities), customer complaints, Buyer complaints, as well as any other special, indirect, incidental, moral or consequential damages, whether or not such damages are foreseen or foreseeable. The Buyer hereby waives any rights that it might otherwise be entitled to in connection with this Section 7.

The Buyer's remedies set forth herein are exclusive and all of the obligations of the Seller with respect to any contract or any thing done in relation thereto, such as the execution or breach thereof, or as a result of the sale, manufacture, delivery, repair or use of any equipment covered or supplied under this order, whether contractual or in tort (including negligence and strict liability) or otherwise, shall not exceed the sale price of the equipment or item on which such liability is derived.

8. The prices set forth herein do not include value added tax, which shall be charged to the Buyer. In addition such prices do not include any charges for any shipping, handling, insurance or similar charges, all of which will be invoiced to and paid by the Buyer as provided herein.
9. Payment shall be made by the Buyer to the Seller within 30 days following the issuance of the corresponding invoice. The Buyer shall make all payments due to the Seller without regard to whether the Buyer has made or may make any inspection of the goods. The Buyer shall have no right to set-off, compensate or make any deduction from its payments for any reason whatsoever.
10. No sales representative of the Seller has sufficient authority to alter, change, add to or waive any of the terms and conditions set forth herein.
11. In the event that the Buyer fails to make payment in a timely basis, the Buyer agrees to pay all expenses incurred by the Seller, including, but not limited to, fees of attorneys and collection agents.
12. In the event that the Buyer does not make payment on the day in which it is required to make payment, the amounts due shall be subject to interest at a rate equivalent to the Equilibrium Interbank Interest Rate ("*Tasa de Interés Interbancaria de Equilibrio*" or "TIIE") for a period of 91 days plus 12 percentage points in the case of sales in Mexican pesos, and at a 1.5% monthly rate in the case of sales in United States dollars, until the day that payment is made in full.
13. It is the Seller's policy to provide equal employment opportunities and comply with the applicable federal, state and municipal laws.
14. No provision contained herein shall be interpreted to limit or waive any right of the Seller under applicable laws.
15. These terms and conditions of sale shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mexico. Any disputes arising from, or in connection with, the interpretation of or compliance with these terms and conditions of sale will be resolved by the competent courts of Tlalnepantla, Estado de Mexico, Mexico, and the parties waive any other forum that they may be entitled to because of their current or future addresses or for any other reason whatsoever.
16. Nothing contained in these terms and conditions of sale shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent or other representative of the other party hereto. Furthermore, nothing contained in these terms and conditions shall be construed to constitute the Buyer as an exclusive purchaser or distributor of the Seller.