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TERMS AND CONDITIONS

I. Definitions

For the purpose of this document the following definitions shall apply:

- a) Equipment or Services: the ones described in the proposal, quotation, purchase order or order acknowledgement contained herein, unless the context of the paragraph indicates otherwise.
- b) Seller or EQMS: The Mexican company named EQMS, S. DE R.L. DE C.V.
- c) Buyer: the individual or legal entity to which the quotation or proposal is addressed, its successors or assigns and whose address appears in the proposal itself.
- d) Parties: when the Buyer and EQMS are jointly mentioned.
- e) Proposal: the document whatever it may be called, is sued by EQMS in favor of the Buyer and which includes the description of the scope of equipment or services as well as the price thereof.
- f) Order or Purchase Order: the document, whatever it may be called, issued by the Buyer to EQMS and by which the Buyer places the order for the equipment included in the proposal.
- g) Order Acknowledgment: the document, whatever it may be calls, by which EQMS confirms the Order issued by the Buyer.

II. Consent

EQMS's acceptance and acknowledgment of Buyer's or der is expressly conditioned upon Buyer's agreement and acceptance of the terms and conditions contained herein, together with any special terms included by EQMS on the proposal or order acknowledgment. All proposals, order acknowledgments, sales contracts, de liveries and services supplied or performed by EQMS are made exclusively on the basis of these General Sales Terms and Conditions. These apply also to all future business transactions, in particular to fabricated equipments, even if they have not been again expressly agreed. Contradictory terms or terms and conditions of the Buyer that deviate from these General Sales Terms and Conditions are not applicable and will not be recognized by EQMS unless expressly confirmed by EQMS in writing. Fulfillment of a contract by EQMS does not imply agreement to terms and conditions that deviate from these General Sales Terms and Conditions.

III. Proposals and conclusion of Contract.

The proposals, offers or quotations issued by EQMS to gather with this terms and conditions will be considered accepted and agreed and therefore binding to the Buyer, in terms provided by Article 1803 of the Federal Civil Code, and therefore the contract between the parties shall be perfected at the moment in which the Buyer performs any of the following acts, whichever occurs first:

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- A) An Order, purchase order or any other term commonly used to entrust by one party to the other, the performance of a work and/or service, is generated by the Buyer in favor of EQMS, and such document is delivered to EQMS by any means permitted by law.
- B) A payment by any means of any amount of money is made as an advance payment, payment on account or pre-payment for the equipment or services proposed by EQMS to the Buyer. Such action implies that:

B.1) The parties have entered into a Contract, the scope of which is in accordance with this document, and in its case the Order is issued by the Buyer.

B.2) The Buyer agrees that such contract shall be performed in strict accordance with the Terms and Conditions herein.

B.3) In the event of any discrepancy between this document and the Order issued by the Buyer, this document shall prevail.

IV. Scope of Supplies and Services

The scope of supplies and services consists only of those supplies and services expressly specified in the proposal/contract or previous quotation. Unless agreed otherwise, especially the following items are excluded:

- equipment installations.
- storage of equipment for more than 15 days after agreed delivery.
- instruction/training of Buyer's personnel not related with the quoted project.
- installation and commissioning
- supplies and services related to standards, norms and special regulations in the country of destination
- All taxes, fees, charges, customs duties in charge of the Buyer according to the laws applicable.

V. Prices

The prices quoted in the proposal submitted by EQMS, in the order placed by the Buyer and in the order, acknowledgment sent by EQMS or in the contract do not include any supplies, services or obligations that are not specifically mentioned Within the same. The Buyer shall bear and pay all taxes, charges, fees, customs duties etc. levied by authorities in Buyer's country or any third country in connection with the performance of the contract. In the event any such taxes, charges, fees, customs duties etc. are imposed upon EQMS the Buyer shall save EQMS harmless, and if the case may be, shall remain burse EQMS of any

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payment made in this event. If the prices include any professional services (freight, outsource fabrication, etc.) then these are based on the contractually agreed time schedule. If the time schedule is delayed or

postponed for reasons beyond EQMS's responsibility, the additional costs incurred in implementing these services will be invoiced according to the EQMS site service rates in force at the time. If the agreed time schedule is delayed by more than one month due to reasons beyond EQMS's responsibility, EQMS is entitled to adjust the contractually agreed prices accordingly, only by informing the Buyer the new prices applicable for the next invoice. Any consequences resulting from changes in law or regulations or new laws or regulations enacted after the date of EQMS's offer shall be borne by the Buyer. In case of import restrictions imposed by public authorities, such as but not limited to import duties, tariffs or taxes the prices shall be adapted accordingly and will be the Buyer's responsibility. All additional or special services will be quoted and charged separately. The prices are calculated in USD (CURRENCY) EX- WORKS based on the Incoterms 2020 plus VAT and applicable taxes. Prices quoted and included in the Acknowledgement Order do not include the Value Added Tax (VAT) which shall be included separately in the corresponding invoice.

VI. Payment

Payment for the supplies and services (proportional payments in the case of partial deliveries) shall be made in accordance with the terms of payment stipulated in the order acknowledgment/contract. Payments are deemed as paid when they have been credited to EQMS's bank account. Regardless of the payment method, all transfer-risk shall be borne by the Buyer. Bank fees due in the Buyer's country and/or in any third countries are to be borne by the Buyer. Payment must be made net, without deduction of any taxes, duties, etc. the Buyer shall be obliged to pay for such equipment from the relevant scheduled milestone date agreed in the contract in case such milestone is delayed for reasons outside the sole responsibility of EQMS. Licenses for application software covered by the contract and the license code for permanent operation of the equipment will not be handed over until the contract price has been fully paid. The Buyer may not suspend or withhold payment of the contract price nor delay any payments beyond the dates agreed. The Buyer shall not be entitled to set off any claims unless such claims are recognized by a final court judgement. If the Buyer is in delay with its payment obligations or is late in providing payment securities such as bank guarantees, letters of credit etc., EQMS at its option may a) demand performance of the contract and i) postpone the performance of its own obligations until the outstanding payments and other obligations of the Buyer are fulfilled, ii) extend the delivery schedule appropriately, and iii) impose interest on late payments according to law, how ever not less than 3% over the invoice., or b) if Buyer's delay exceeds 30 days, terminate the contract in whole or in part and the Buyer shall compensate EQMS for all losses, costs, damages and expenses incurred by EQMS. In such case the Buyer must return at its own cost and expense to EQMS at EQMS's request, any equipment already delivered in the terms and conditions requested by EQMS in writing. This does not exclude EQMS's right to charge late payment interest until the invoice amount has been paid in full. In the event that EQMS is obligated to seek the services of legal counsel to enforce its rights against the Buyer, Buyer agrees to pay all costs and expenses including but not limited to court costs and attorney fees. The equipment shall remain the property of EQMS until the contract price has been paid in

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full without reservation. If the retention of title clause is not permissible, invalid or not enforceable at the location where the equipment is supplied, EQMS shall be entitled to apply other security rights to the

equipment delivered and the Buyer shall be obliged to comply with such rights exercised by EQMS in lieu of the retention of title.

VII. Delivery and Completion Period

Unless agreed otherwise in writing, the time schedule shall start on whichever of the following dates is latest:

i) date on which the contract is signed by both parties or the order acknowledgement is signed by EQMS; ii) date on which all open technical matters have been clarified by the Buyer to the satisfaction of EQMS; or iii) date on which EQMS has received the down payment and/or the payment security to be provided by the Buyer in favour of EQMS is issued. The date of delivery is Ex-Works and shall be deemed fulfilled upon readiness for shipment of the equipment, even in cases where the contract price includes transport and also where EQMS organizes the transport. In case the Buyer fails to fulfill its contractual obligations in due time, in particular:

- if any payment has not been received by EQMS according to the terms of payment set out in the contract and/or contractually agreed payment securities (letter of credit, bank guarantees, etc.) have not been issued in time; or
- if the Buyer does not supply the necessary information in time as a basis for EQMS's implementation of the contract or if he does not approve, within a reasonable time-scale, the drawings and plans submitted to him for approval; or
- if the supplies, services and contributions to be provided by the Buyer are not performed or made available within the required time EQMS, notwithstanding any other rights, shall be entitled to compensation for the additional costs resulting there from and to an appropriate extension of the time schedule. If the equipment is ready for shipment but cannot be delivered for reasons beyond EQMS's sole responsibility, delivery shall be deemed effected on the date readiness for shipment is notified to the Buyer and any payments on delivery shall become due on such date. In such case, risk of loss and damage shall pass to the Buyer and all costs for storage, preservation, guarding and insurance shall be borne the Buyer. EQMS shall be relieved of its obligations to perform the contract on time, if a delay occurs for which EQMS is not solely responsible or if EQMS is prevented due to a force majeure event, such as social conflict (strikes and lock outs), non-availability of means of transportation, acts of government, energy industry measures, war, civil disturbances, terrorism, epidemics and pandemics, boycott, explosions, cyberattacks, natural calamities including, without limitation, floods and earthquakes etc. and such other events that cannot reasonably be prevented by EQMS. This also applies when sub-contractors of EQMS are affected by such events. Notwithstanding the foregoing, in case the security or health situation in the country where the Equipment or

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any part thereof will be manufactured, assembled or installed is, in the opinion of EQMS or any of its sub suppliers, not or no longer acceptable for EQMS's or its sub supplier's personnel, EQMS shall have the right to suspend the further execution of the work and postpone the delegation of personnel and/or withdraw personnel from the site, and such circumstances shall be considered as an event of "Force Majeure" as well. If such reasons last for longer than 6 months EQMS is entitled to terminate the contract and the Buyer is

obliged to pay for the equipment produced or in the process of fabrication and for the services provided so far, as a proportion of the contract price against EQMS's invoice. EQMS reserves the right to make partial deliveries. All partial deliveries are invoiced separately and must be paid for at the time of production without regard of subsequent partial deliveries. EQMS reserves the right to refuse to make subsequent deliveries if the Buyer has not paid for any of the partial deliveries by the due date. The delivery dates indicated in the proposal and order acknowledgment are estimate dates and are not guaranteed, unless otherwise specified in writing.

VIII. Transportation and Insurance

In the absence of any specific provision in the contract, the equipment shall be dispatched either packed or unpacked, as reasonably decided by EQMS. Unless expressly agreed otherwise in writing, the equipment is sold "Ex Works" from the premises of EQMS or its sub supplier. All references to trade terms in respect of delivery shall be construed in accordance with INCOTERMS 2020 published by the International Chamber of Commerce. If it is determined in the individual case that delivery is to be organized by EQMS, the freight prices valid on the day of delivery plus any necessary additional costs (e.g. for transport permits, waiting times, route changes, etc.) shall be invoiced in the same document. The Buyer shall be responsible for ensuring safe and unimpeded access to the unloading point and for the immediate unloading of the means of transport. Partial consignments are permitted unless agreed otherwise in the contract. The Buyer must have the appropriate means at his disposal for the immediate receipt of the equipment at the time of their delivery, every additional cost arising from the breach of the Buyer's obligations will be at its own cost, risk and expense.

IX. Technical data and drawings, Confidentiality

Weights, dimensions, consumption figures, production capacity and in general all technical data mentioned in catalogues, brochures or advertisements are to be considered as indicative values only and are not obligatory. EQMS reserves all intellectual property rights with respect to all Drawings, data, information, and other documents made available to the Buyer for the purpose of fulfilling the contract, as well as all empirical values and know-how gained while fulfilling the contract shall be kept secret by the Buyer, even though they are not marked or identified by EQMS as confidential and will remain the exclusive property of EQMS regardless of whether they have been shared physically or by any digital means. EQMS retains all rights to this confidential information, in particular rights relating to ownership, exploitation, use and copyright. These rights are to be recognized by the Buyer without exception. Any Confidential Information may not be

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reproduced, analyzed, made available to third parties or used in any other way without prior written permission by EQMS. All documents are to be returned to EQMS or destroyed on request.

It is strictly prohibited to pass on any Confidential Information or experience gained during fulfilling this contract, design details or know-how to third parties, especially to any parties manufacturing or providing similar services. The foregoing provisions shall not apply when the information: (i) is information in the public domain, or becomes publicly known without liability to the Buyer or its agents, employees or related

parties; (ii) has been brought to its knowledge by a third party who is not subject to any confidentiality obligation; (iii) the Buyer must disclose the information due to a request of a judicial or administrative authority, in which case, it shall immediately notify EQMS so that it has the right to attempt to protect the confidentiality of the information.

X. No Cancellation

Buyers may not cancel the Order without EQMS prior written authorization. In the event that EQMS authorizes a cancellation, Buyer shall be responsible to pay the following penalties: (i) 25% (twenty-five percent) of the total value of the cancelled purchase order; (ii) any other reasonable production costs for liquidated damages. Buyer shall make payments to EQMS upon receipt of the corresponding invoice.

XI. Quality Control

If a test or quality control is expressly stipulated in the contract, such test will be performed by EQMS prior to shipment and documented in accordance with the contract. If the documentation is provided, the Buyer shall not have the right to demand further tests.

XII. Warranty

Unless agreed otherwise in writing, EQMS warrants the quality of the equipment and workmanship as contractually agreed for a term of 12 months from the date of delivery to the Buyer. In the event of a delay in delivery for which EQMS is not responsible, the 12-month warranty period begins with the notification of readiness for shipment by EQMS. Components subject to wear and tear are excluded from the warranty. If the wear and tear parts have not been specified in the proposal or contract, they are considered to be parts subject to wear and tear recognized as such in the relevant industry. Any defects in the equipment and workmanship shall be notified to EQMS in writing immediately, otherwise all claims for damages and warranty shall be forfeited: - apparent defects: no later than 7 days from receipt of consignment - hidden defects: no later than 7 days from discovery of the defect. The Buyer must provide proof that the defect already existed at the time of delivery; the legal reversal of the burden of proof is excluded.

XIII. Limitation of Liability

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EQMS shall in no event be liable for loss of profit, loss of production, loss of contracts, loss of revenue, loss of data, loss of business or any indirect, incidental or consequential damages howsoever arising regardless of whether caused by any breach of contract, tort (including but not limited to negligence) or otherwise.

The overall liability of EQMS under or in connection with the contract under whatever title, whether arising out of a breach of contract, tort (including but not limited to negligence) or otherwise, shall in the agreement be limited to 10% of the contract price. This exclusion or limitation of liability is not valid in the case of willful misconduct. If EQMS is held liable for damages, these will only be paid for a maximum of damage, which for EQMS was foreseeable at the time of the conclusion of the contract. The Buyer must provide evidence that EQMS is at fault; the legal reversal of the burden of proof is excluded. If liquidated

damages/penalties have been agreed in the contract, it shall be considered the sole and exclusive remedy excluding any further claims. The exclusions and limitations of liability shall apply to all of EQMS's liabilities arising out of or in connection with the contract, including without limitation any liability resulting from breach of guarantees and warranties. The exclusions and limitations of EQMS's liability shall apply to the fullest extent permitted by law and shall also apply for the benefit of EQMS's personnel, its affiliated companies, licensors and subcontractors. The rights and remedies of the Buyer stipulated in the contract shall be the exclusive rights and remedies available to the Buyer being in lieu of all other rights and remedies expressed or implied by law. In particular, EQMS expressly disclaims any liability for breach of accessory contractual obligations (e.g. advice, information, user manual), subrogation of product liability claims and claims for damages to items outside EQMS's scope of supply.

XIV. Compliance with export control and customs regulations

Performance of the contract on the part of EQMS shall be subject to trade regulations, in particular national or international (re-) export control regulations and/or customs regulations, including embargoes, sanctions or other restrictions on the movement of goods (hereinafter referred to collectively as "Foreign Trade Regulations") which hinder the performance of the contract by EQMS, otherwise EQMS shall be entitled to terminate the contract in whole or in part. The Buyer shall comply with the applicable foreign trade regulations when passing on the goods supplied by EQMS and the associated documentation to third parties, regardless of the manner in which they are made available or the services provided by EQMS, including technical support of any kind. In any case, the Buyer shall comply with the foreign trade regulations of the EQMS's country of domicile, the European Union, the United Kingdom of Great Britain, Northern Ireland and the United States of America when passing on the goods or services to third parties. If the Buyer violates foreign trade regulations when passing on the goods or services, EQMS shall be entitled to refuse to fulfill the contract and / or to terminate the contract concluded with the Buyer for good cause with immediate effect and EQMS shall be entitled to demand a contractual penalty of 5% of the contract price from the Buyer. Upon request, the Buyer shall be obliged to provide EQMS with all information and documents which are required for compliance with foreign trade regulations, or which are requested by authorities in the respect. These obligations may include, in particular, information on the final recipient as well as the (final) place of destination and the intended use of the goods or services of EQMS.

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The Buyer shall hold EQMS harmless or any claim, lawsuit, penalty, fee by any third party or authority whether local, state or federal, arising from any breach of Buyer's obligations under these terms or the contract. The Buyer shall fully indemnify EQMS against all claims asserted by authorities or other third parties against EQMS due to the Buyer's noncompliance with export control obligations and the Buyer undertakes to compensate EQMS for all damages and expenses incurred in this connection. Any liability of EQMS for damages in connection with or due to the refusal to fulfill the contract or due to the termination of the contract by EQMS shall be excluded. Buyer's default. In addition to the other rights reserved to EQMS under these terms and conditions of sale, in the event that the Buyer becomes insolvent or any application for insolvency is made by or against the Buyer or if the Buyer files an application for assignment for the benefit of its creditors, or in the event that a trustee, tax agent or other official is appointed to deal with the affairs of

the Buyer or the Buyer makes fraudulent transfers or preferential payments, or if the Buyer refuses to accept the Equipment or otherwise violates its obligations to EQMS or repudiates any contract with EQMS or if EQMS in its sole discretion has doubts and considers that the Buyer's financial condition has been impaired or does not justify continued production and/or delivery until full payment is received in advance or a satisfactory guarantee and assurance that payment will be made when due. In the event of non-payment for any delivery made, whether partial or otherwise, EQMS may suspend appropriate future deliveries until full payment is received or may terminate the contract without the need for a prior court order. However, without prejudice to EQMS's actions, Buyer shall be liable for all costs and expenses incurred by EQMS in connection with Buyer's default, including cancellation charges, court costs and attorneys' fees. EQMS's failure to exercise or enforce any right under this terms and conditions, the contract or the law, shall not constitute a waiver of EQMS's rights. XV. Jurisdiction and applicable Law For everything related to the compliance and interpretation of this contract the parties will be governed by the terms of the Civil Code for the State of Coahuila, Mexico and expressly submit themselves to the jurisdiction of the competent courts with forum in Saltillo, Coahuila, Mexico, waiving any other jurisdiction that may correspond for reason of their present or future domicile or any other circumstance.

XVI. Miscellaneous

These General Sales Terms and Conditions shall be deemed incorporated into the contract as if fully restated therein. In the event that any provision of the contract shall prove to be invalid, illegal, void or unenforceable, such provisions shall be deemed to be separable from the other provisions of the contract which shall remain binding. The parties shall replace the invalid, illegal, void or unenforceable provision by a new but valid, legally permitted and enforceable provision which comes as close as possible to the original intentions of the parties. The same applies to any loopholes in the contract.

To the extent permitted by law, the parties agree to abstain from contesting or challenging the contract due to mistake, misrepresentation, doctrine of frustration or any other reason.

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CHANGE CONTROL		
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