General Terms & Conditions

These General Terms and Conditions ("T&Cs") set forth the fundamental principles, rights, and obligations governing the purchase and sale of goods and services between FRISA FORJADOS S.A. de C.V. ("Seller") and the Buyer. The purpose of these T&Cs is to ensure clarity, consistency, and fairness in all transactions, by defining the contractual framework that applies to all orders, deliveries, and related activities. By entering into any agreement or accepting any purchase order referencing these T&Cs, both parties acknowledge and accept that these provisions are binding and form an integral part of their commercial relationship. Any deviation from these T&Cs must be expressly agreed upon in writing by both parties.

1. **DEFINITIONS:** "Affiliate(s)" means any company, corporation, partnership, or other legal entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with FRISA FORJADOS S.A. de C.V. For the purposes of this definition, Control shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise. "Buyer" means the business entity buying products or services from Seller referred to in the signature block of these terms and conditions. "Product" shall mean the goods developed by Seller in accordance with Buyer's instructions and Specifications. "Purchase Order" means the document with the Specifications provided by Buyer to Seller to procure the goods developed by Seller. "Raw Material" means the metal, alloy, or other base material (in any form, including but not limited to bar, billet, ingot, or preform) required for the manufacture of the Product in accordance with the applicable Specifications and Purchase Order, whether sourced by Seller or provided/directed by Buyer. "Raw Material Lead Time" shall mean the time period that takes to Seller to acquire the raw material required to develop the Product. "Results" means, excluding the Specifications, any and all deliverables, work product, developments, inventions, discoveries, improvements, designs, drawings, data, reports, documentation, specifications, models, prototypes, processes, methods, know-how, analyses, calculations, test results, and other materials or information, whether tangible or intangible, conceived, created, developed, authored, generated, or first reduced to practice by Seller (or its Affiliates or subcontractors) in connection with, arising out of, or relating to the performance of a Purchase Order, including any Intellectual Property rights therein "Seller" means FRISA FORJADOS S.A. de C.V. or any of its Affiliates. "Specification" means the set of technical, quality, quantities and performance requirements—including descriptions, drawings, standards, and any other documentation—provided in writing by the Buyer to the Seller, which define the characteristics of the goods or services to be furnished under these T&Cs. The Specifications are part of the contractual documents accepted by the Seller and govern the conformity of the goods delivered or services performed.

2. **ACCEPTANCE/CONTRACT FORMATION**. The Parties agree that these T&Cs apply to all quotations and/or offers made by Seller and to the Purchase Orders issued by Buyer. To the extent that these T&Cs conflict with or are different from those contained in any Buyer purchase order or other procurement document, these T&Cs will control, and any additional or inconsistent terms are rejected by Seller unless Seller's acceptance thereof is in writing and expressly refers to each such additional or conflicting term. Buyer's acceptance of the Products and/or any act consistent with fulfilling these T&Cs such as payment for the Products will confirm Buyer's consent to these T&Cs, so these terms shall be deemed accepted by Buyer without any additional or different terms and conditions unless agreed to otherwise in writing by both parties.

3. **ORDER ACKNOWLEDGMENT**. All Purchase Orders must be confirmed by a written acknowledgment letter or an acknowledgement of a Purchase Order issued by Seller to be binding upon Seller ("Acknowledgement Letter"). For the avoidance of doubt, if no Acknowledgment Letter is issued by Seller, the Purchase Order shall be deemed rejected.

3.1. ***PULL-IN/PUSH OUTS*:** Buyer shall not make any changes to the delivery dates once the Purchase Order has been confirmed by Seller in accordance with these T&Cs. Seller reserves the right to reject any requested change to the delivery schedule and shall not be binding upon Seller until its acceptance. In the event Seller agrees with any push out in the delivery schedule, all work in process and finished product inventory is subject to an additional storage and handling fee of 5% of the value amount of the Purchase Order. Push-outs that exceed ninety (90) days from the original delivery date might be considered, at Seller´s sole discretion, as cancelled, and in such case, Buyer shall be liable to Seller for all associated costs related to the execution of the termination, including all finished Products. Further, in the event Buyer cancels any Purchase Order that has been already accepted by Seller in accordance with these T&Cs, Buyer will be liable against Seller for all finished Products, work in process, raw material acquired by Seller, and all associated costs that Seller has incurred at the moment of cancelation of the applicable Purchase Order.

3.2. ***CHANGE ORDER:*** Any change(s) to a Purchase Order ("Change Order(s)") are subject to Seller's written approval. Seller may apply, at its sole discretion, adjustment to the prices when manufacturing schedules, processes and Raw Material costs are affected by a Change Order, or when goods are required to be manufactured in smaller and/or less lot sizes.

4. RAW MATERIAL:

4.1. Materials and testing are in accordance with the Specifications provided by Buyer through a Purchase Order. The materials shall conform to the required chemical composition and mechanical properties for the grade ordered and described in the Specification.

4.2. ***SUPPLIER:*** Materials shall come from sources certified by the Buyer or by the Seller following approval by the Buyer of the Supplier's certification procedure. The Seller shall make available to the Buyer all documents certifying the quantity, origin, quality and the controls it has been undergone, or which have been made by certified organizations upon its request in connection with such raw material stock.

4.3. ***LEAD TIME:*** Purchase Orders shall not request a delivery date that is shorter than the required Part/Product Lead Time. Part/Product Lead Time means the Raw Material Lead Time plus the production cycle time required from the delivery of Raw Material at Seller's facility to the completion of production. Raw material Lead Time will be determined by Seller's suppliers, and it will be noticed to Buyer once the Seller receives the quotation request.

4.4. ***LIABILITY:*** Seller will place an order with its material suppliers/sources in order to meet Buyer's requirements once (i) Seller receives the Purchase Order and (ii) the Seller issues the Acklowledgement Letter or acceptance of the Purchase Order.

4.4.1. ***FORECAST:*** If the Buyer provides a written commitment forecast, materials will be purchased by Seller based on such agreed forecast. Forecast is considered cancelled by Seller once the Buyer accepts paying at 100% the cost of all materials purchased by Seller to meet the Buyer's forecast and such materials remain on hand at Seller's facility for 30 days, after those 30 days a monthly storage fee rate of 5% of the raw material value will be charged to the Buyer. Seller will use reasonable commercial efforts, including the mutual involvement of Buyer, to return unused inventory for full refund, net of restocking charges and to cancel open Purchase Order with Seller's suppliers. Seller shall invoice Buyer and Buyer will pay for the inventory, penalties, and cancellation charges. Payment terms will be net thirty (30) days from the date of invoice.

4.4.2. ***DIRECTED BUY:*** The parties acknowledge that Seller may accept to supply goods using materials purchased from a directed source provided by Buyer ("Direct Source") taking into consideration the following terms: (i) Buyer shall bear any price increase implemented by the Direct Source to the material acquired (ii) if the Buyer's demand decrease or if the Buyer pushes deliveries out, Seller can return excess material to the Directed Source and the charges involved will be covered by Buyer (iii) if the Buyer's demand increases, Seller will inform Directed Source the new demand and delivery dates will be determined according to the raw material lead time provided by Directed Source and production capacity of the Seller's plant**.**

5. PRICES

5.1. Buyer shall pay on time, the prices for the goods specified in Seller's quotation or as otherwise quoted at the time the Purchase Orders are submitted and accepted by Seller.

5.2. The price includes all the costs and expenses incurred by Seller for the manufacturing of the Products and shall be paid in the currency provided in the quotation.

5.3. All pricing is calculated based on the Incoterm provided in the quotation.

5.4. Deflation is not included in any contracted price.

5.5. Any changes requested by the Buyer to the goods are subject to a price increase.

5.6. In the event that Seller inadvertently omits any cost during the quotation process, such omission shall be quoted and added to the price by providing prior notice to the Buyer.

5.7. Invoices shall be issued by the Seller in accordance with applicable laws and regulations and includethe following elements:

- The invoice number
- The order number
- The item number in the order
- The invoice date
- The BOL
- Part number
- Shipping address
- A description of the part/piece
- Incoterm

6. **DELIVERY/SHIPMENT DATES**

All shipping and delivery dates are approximate. Actual shipping date will be determined at the time the order is placed based on factory order backlog and might be adjusted considering the following lead times: (i) Raw Material Lead Time; (ii) try-outs lead time; (iii) cut-ups lead time (iv) tooling lead time, (v) capacity of Seller's facility in which the Product is being manufactured.

6.1. ***TERMS OF DELIVERY:*** Unless otherwise specified on quotation, Delivery will be Delivered Duty Paid (DDP) at Buyer's facilities or, when the client is located within the Mexican territory, the Delivery shall be Ex Works (EXW), per Incoterms 2020. Seller's delivery point: Carretera Monterrey García Km. 7.5 Estacion el Durazno, 66000 García, N.L.

6.1.1. Buyer shall inform its freight forwarder without undue delay once Seller notifies Buyer that the Products are ready for collection. If the Product is not collected within 7 days, the invoices terms will be automatically updated to Prepaid and Add. Seller will ship the Products to Buyer and pass through the freight cost to Buyer.

6.1.2. For Free Carrier (FCA) at Seller's dock negotiated incoterm, Buyer is responsible for collecting the goods in less than 2 weeks after Seller's notice to Buyer. If the Product is not collected by Buyer within 2 weeks, an additional 5% storage fee per month will be charged to Buyer.

6.1.3. A standard shipping window of plus/minus 30 days will apply to all deliveries. All deliveries are subject to the condition that all past due invoices have been paid or resolved in full. Seller may, at its sole discretion, withhold the pending goods to be delivered to Buyer if Buyer has any balance due.

6.2. ***DELAYS:*** Seller shall not be responsible for any prohibition, failure, interruption or delay in manufacture or delivery that may be caused by sabotage, pandemics, fire, flood, explosion, labor dispute, strike, work stoppage, riot, insurrection, war, terrorist act, government order, or priorities granted by request of or for the benefit, directly or indirectly, of any governmental body, authority or agency, shortage of raw materials or supplies, natural disaster, insufficient capacity, or any other cause beyond Seller's control. In the event of any such prohibition, failure, interruption or delay, Seller may, at its sole option, extend the delivery time for a period equal to the time elapsed by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

6.2.1. ***TITLE AND RISK OF LOSS:*** Unless otherwise specifically stated on a document of sale agreed to in writing by Seller, title and risk of loss shall pass to Buyer upon delivery of the Products to a carrier at shipment spot according to Incoterm previously agreed. Any claim for loss or damage occurred during transit shall be against the carrier only.

7. **CANCELATION OF PURCHASE ORDER:** The Buyer may cancel the order only upon written notice and upon payment to Seller of reasonable and proper cancellation charges as follows:

Cancellation Charges	Penalty
Before factory release, in case Buyer is able to cancel the raw material order with its supplier.	20% Purchase Order Value.
Before factory release in case the Buyer **cannot cancel** the raw material order with its supplier.	The equivalent of the raw material cost purchased due to the Order + 20% *(SG&A cost Selling, General and Administrative expense)* Purchase Order Value
1 week after production release.	80% Purchase Order Value.
3 weeks after production release.	100% Purchase Order Value.

In case the Buyer owns the raw material, the following cancelation charges will apply:

Cancellation Charges	$ of the selling price
Before factory release	10% (SG&A cost selling, general & administrative expenses).
1 & 2 weeks after release	55%
2 & 3 weeks after release	100%

Seller shall invoice Buyer and Buyer will pay for the inventory and cancellation charges. Payment terms will be net thirty (30) days from the date of invoice.

8. **TOOLING**

8.1. Buyer shall be responsible for the implicit and associated cost of the tooling. Unless otherwise expressly agreed, all tools, dies, fixtures, jigs, gauges, and related drawings and designs shall be and remain Seller's property and shall be held by Seller at its disposal. Buyer shall be responsible for all costs of maintenance, repair and replacement of any such items, if used exclusively for the manufacture or processing of materials by Seller for Buyer. Payment of tooling to Seller does not warrant ownership of tools for Buyer.

8.2. If at any time a period of 12 months has elapsed since the receipt of any order from Buyer requiring the use of such tools, dies, patterns, jigs, gauges or fixtures, etc. Seller may thereafter make any such used of disposition of such items as Seller desires, without any accounting to Buyer for such use of disposition, or the proceeds thereof.

9. **MODIFICATION TO SPECIFICATIONS OR CONDITIONS OF SUPPLY**

9.1. In the event Buyer requests a change, alteration or modification of any of the Specifications ("Requested Changes") provided to Seller through a Purchase Order that was acknowledged and agreed by Seller afterwards through its Acknowledgement Letter, the Seller will provide to the Buyer an assessment of such Requested Changes and its impact on prices, delivery, quality, quantity, the specialized tooling required (if any) and the precise status with respect to stock and work-in-process.

9.2. If acceptable by the parties, Buyer will provide the amended Purchase Order including the conditions agreed upon between the parties.

9.3. Approval cycle involves all kinds of approvals required by Seller from the Buyer including First Article Inspection Reports, Method of Manufacture, Condition of Supply Drawings and Furnace Approvals. If the Buyer exceeds the approval cycle time allowed, the shipment date will be extended to the extra time taken by Buyer.

Description	For Approval Update	For New Approval
Mailing of Approvals (Weeks)	2	4
Customer Approvals Return (Weeks)	2	2

10. **PAYMENT:** Seller shall invoice Buyer and Buyer will pay for the Products, inventory and cancellation charges, as applicable. Payment terms will be net thirty (30) days from the invoice date or the date set forth in the applicable Acknowledgement of Purchase Order.

10.1. Depending on Buyer's credit history, and at Seller's sole discretion, Client may ask for a 100% upfront payment prior to manufacturing the Product. Tooling charges will be invoiced upon initial delivery of products, 100% upon payment. Buyer shall pay Seller all invoiced amounts in the currency stated on the invoice(s) and without right of set-off within the credit terms stipulated in the Quotation. Seller shall be entitled to payment of all charges associated with Seller's performance of services and/or delivery of products.

10.2. ***LATE PAYMENT***: Outstanding balances that remain unpaid after the due date as provided in this section will result in the suspension of shipments and/or production by the Seller. In addition, the unpaid portion of amounts due shall bear interest at the rate of 1.5% or the maximum interest rate permitted by law, whichever is less, for each calendar month that the payment is overdue. If the amount remains unpaid 60 days after the due date, Seller shall be entitled to take legal action to demand the amount overdue plus interest. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify the unpaid portions of amounts due, Seller shall be entitled to suspend the following deliveries or terminate the Purchase Order affected by the unpayment or any other Purchase Order placed by Buyer an accepted by Seller and also, Seller shall be entitled to change the credit terms requiring full or partial payment in advance for future Purchase Orders.

10.3. ***PROMPT PAYMENT DISCOUNT:*** Discount for prompt payment means an invoice payment reduction offered by the Seller for payment prior to the due date. Seller accepts on annual percentage rate (annual discount) for prompt payment upon mutual agreement of the parties based on the total amount purchased by Buyer per year and the contract extension. The Buyer will have access to discount rate of each invoice if the Buyer pays the invoice in the first days after the invoice is issued.

11. **INSPECTION AND TESTING**

11.1. Tests and inspections of the Product(s) by Buyer are subject to a 30-day prior written notice to Seller.

Such inspection and testing will be subject to a charge of at least 5% of the value of the Product of the Purchase Order that will undergo the inspection and testing. Any associated costs related to the inspection and/or testing shall be borne by Buyer, including but not limited to any travel expenses, transportation, lodging, food expenses of its employees or representatives and Seller's employees involved in the inspection and/or testing process. If during the inspection a defect is found in the Product or a condition that was not in accordance with the Specifications, Seller will promptly remedy such defects.

11.2. If the Buyer wishes any tests to be repeated or any additional test to be performed, Buyer will be responsible for all the costs associated with such additional tests.

12. **DEVELOPMENT PARTS CYCLE.**

12.1. Buyer acknowledges and agrees that the Product(s) to be manufactured may be completely new or it may be redesigned or modified from an existing one previously manufactured by Seller to Buyer, in either case, the optimum process consists of many stages (production cycle) and this cycle may extend over a significant period before the trial part is completed and ready to be shipped and delivered to the Buyer.

12.2. Raw Material to be used for the manufacturing of the Products will be ordered according to the progress of the project/development. Seller shall be entitled to order raw material for the trial part and the validation batch only.

12.3. Seller reserves the right to extend or reduce the duration of the production lead time for the try-out part and/or the validation batch. If the Buyer exceeds the approval cycle time allowed provided in Section 9.3 the shipment date will be extended accordingly.

13. **INTELLECTUAL PROPERTY**

13.1. The Seller shall own all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with a Purchase Order, including but not limited to Results.

13.2. The Seller reserves the right to use the Results for research, development and statistical purposes in addition to the performance of the Order.

13.3. Buyer represents and warrants that Seller has sufficient rights in all Products and Intellectual Property and other items that Buyer uses or transfers to Seller in connection with the Purchase Order to allow Supplier to lawfully comply with the Purchase Order and use the Product.

13.4. The Buyer shall indemnify and hold the Seller harmless, including the reimbursement of reasonable attorney's fees, from any and all claims made by third parties relating to intellectual property rights in connection with the Purchase Orders.

14. **TRANSFER /SUBCONTRACTING**

14.1. The Seller reserves the right to allocate all or part of the manufacturing process to facilities within the organization that complies with the requirements set forth in the Purchase Order.

14.2. The Seller reserves the right to subcontract machining, inspection, testing and heat treat capabilities with a third party who complies with the requirements set forth in the Purchase Order.

15. **WARRANTY**

15.1. The Seller warrants that the Product(s), which are to be delivered by the Seller to the Buyer shall: (i) be new, and (ii) reasonably conform to the specifications, drawings, descriptions, chemistry, material and standards in manufacture provided by the Buyer to the Seller through the applicable Purchase Order.

15.2. ***RE-WORK/REJECTION:*** Subject to the terms of this section, the warranty set forth in this section shall include all Products and corrected, reworked or replaced Products. All labor costs, cover parts, transport, travel, custom duties will be borne by Seller, provided however that any disassembly, handling and reassembly costs of the Products will not be part of the Warranty provided by Seller and therefore such costs shall be borne by Buyer. The Buyer shall promptly send to the Seller a written notice describing the defect of the item(s) which in no event shall exceed 1 month from the date that Buyer becomes aware of such defect. Failure by Buyer to provide Seller with the written notice during the time period provided herein shall result in no liability from Seller against Buyer regarding such Product. The Seller shall not be responsible for further damages to the Product(s) resulting from the Buyer's unreasonable delay in providing such notice. The warranty claim will be evaluated for approval by the Seller's Quality Department, and if the Products involved are approved to be returned, evaluated and/or re-worked by the Seller, the Buyer will receive an RMA (Return Material Authorization) to return the item(s).

15.3. The creation of an RMA by the Seller does not constitute the Seller's approval of a warranty claim on the item(s); rather, the RMA means only that the Seller will evaluate the item(s) reported by the Buyer as defective or malfunctioning at the Seller's facility to determine whether warranty coverage will apply pursuant to this section. If no RMA or written confirmation is sent by the Seller to the Buyer, the warranty claim shall be deemed rejected.

Unless otherwise agreed by the parties elsewhere, the warranty period shall be: (i) (12) twelve months from the delivery date of the goods at the place provided in the Purchase Order and in accordance with the agreed Incoterm by the parties; or (ii) performance of the services by the Seller.

The warranties above exclude any damage resulting from transit, accident, misuse, neglect, improper storage, wrongful installation or application of the goods or services not performed by the Seller. Any alterations to the goods or services by any other party other than the Seller will void all warranties.

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GOODS AND SERVICES ARE PROVIDED "AS-IS" AND "WHERE IS", AND THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE, TOGETHER WITH SIMILAR WARRANTIES WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT THE SELLER CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16. **LIMITATIONS OF DAMAGES**

The Seller shall not be held responsible to the Buyer for any indirect, special, consequential, incidental, punitive, or exemplary damages, including but not limited to loss of profits.

17. **COMPLIANCE WITH ANTI-CORRUPTION LAWS**

Seller has a Code of Ethics which it is compromised to comply. Also Buyer represents and warrants that:

17.1. It has not infringed any anti-corruption laws or regulations.

17.2. It has not been subject to any civil or criminal sanctions, in Mexico or abroad, for violation or anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it.

17.3. Buyer will not be able to receive, directly or indirectly, any gift, present, payment, remuneration or benefit or whatsoever (trip, etc.) from anyone with a view to or in exchange for the conclusion of the Purchase Order.

17.4. In the event of failure to comply with this clause, Seller shall have the right to terminate the ongoing Purchase Order(s) with immediate effect and without compensation and without prejudice to any other remedies the Seller may have against Buyer.

18. **GORVERNING LAW:** The parties hereby covenant and agree that these T&Cs shall be construed in accordance with, and governed by: A) If Buyer is a company incorporated under the laws of México, by the substantive laws of, the United Mexican States (Mexico) and the State of Nuevo Leon, without reference to principles governing choice or conflicts of laws, including but not limited to the Federal Commerce Code and the Civil Code for the State of Nuevo Leon, Mexico. The parties hereby agree that the state and federal courts with competent jurisdiction in Monterrey City, State of Nuevo Leon, Mexico, shall have the authority to resolve any suit or claim arising under these T&Cs B) If Buyer is a company incorporated under the laws of any country other than México, by the substantive laws of, Delaware, excluding its choice of law rules the courts of the State of Delaware shall have the authority to resolve any suit or claim arising under this Agreement. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) adopted in Vienna on 11 April 1980, shall not apply for the purposes of this T&Cs and the applicable Purchase Order.

All Exhibits hereto shall be governed by and construed in accordance with the laws of jurisdiction specified herein. The parties hereby waive to the jurisdiction of any court to whose jurisdiction they might have a right to, by virtue of their current or future domiciles.

19. **TERMINATION**

19.1. The Buyer shall be entitled to terminate the order under the terms and conditions referred to in article 7 “Cancelation of Purchase Order”.

19.2. The Seller shall be entitled to place on hold or terminate the order when Buyer fails to perform under the terms and conditions referred to in article 10 “Payment”.

19.3. Upon expiration of the Purchase Order, or following its termination for any reason whatsoever, the Seller reserves the right to perform under the terms and conditions referred to in article 8.2 “Tooling”.

19.4. In all cases of termination referred to hereinabove, each Party shall still be required to comply with all its contractual obligations until the effective date of termination, without prejudice to any damage that the non-defaulting Party may be able to claim as compensation for the damage incurred as a result of the non-performance by the defaulting Party of the obligations set forth in the contractual documents.

20. **NOTICES**

All notices and other communications required or authorized under this General Terms and Conditions must be given in writing either by personal delivery, overnight courier, certified mail, confirmed fax or email and should be deemed given on the date sent. No modifications, changes, amendments or waivers shall be binding unless in writing and signed by an authorized representative of the parties.

21. **FORCE MAJEURE**

Seller shall not be liable for failure or delay in delivery due to extraordinary event or circumstances, act of God, differences with workmen, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, pandemics, breakdown of equipment, or any other cause beyond Seller’s reasonable control. Seller will have such additional time within which to perform as may be reasonably necessary under the circumstances as it may consider equitable.

The parties agree that the terms and conditions set forth herein shall prevail against any other terms and conditions agreed between the parties prior the execution of this Agreement, whether in writing, oral or any other format.

IN WITNESS WHEREOF, the Buyer hereunder has signed this Agreement intending to be legally bound hereby as of the date of signature.

Buyer:____

Name:____

Title: ____

Date:____

Address:____

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