

MEXICO RIDER

TO THE

**PURCHASE TERMS AND CONDITIONS
OF MIDWEST ACOUST-A-FIBER**

This Mexico Rider (**RIDER**) applies to the purchase orders of goods and/or services issued by Acoust-A-Fiber de México, S. de R.L. de C.V. (**AAFMEEX**), when they are to be fulfilled in Mexican territory.

1. The parties to this RIDER are AAFMEEX and the **Supplier** identified on AAFMEEX's delivery schedules or releases (**the Parties**). The Parties recognize that their participation in the RIDER is as merchants or traders (*comerciantes*). AAFMX shall have the option, and upon exercise of the option Supplier consents, to require the exclusive jurisdiction of the appropriate court in Mexico, and to require the application of the Mexican Commercial Code and its Regulations, in connection with any dispute between the parties arising out of a purchase order. Supplier expressly waives any and all objections to venue in the aforementioned courts. Notwithstanding the aforementioned, AAMFX also shall have the option, and upon exercise of the option Supplier consents, to exercise the rights in Chapter VI ("Of Precautionary Measures") of Title Five ("Preliminary Rulings"), in particular but without limitations the substantive provisions of Articles 235 through 254 and others that are related to such measure of the Code of Civil Procedures of the Federal District (now Mexico City).

2. It is the Parties' understanding that the RIDER controls their relationship, to the extent that the RIDER contradicts any portion of the Purchase Terms and Conditions of Midwest Acoust-A-Fiber, or any of its subsidiaries or affiliates (**Terms**). All portions of the Terms that are not expressly covered in this RIDER, and those referenced below as "in addition to", remain fully valid between the Parties, including its defined concepts (identified herein by capitalized words).

3. Supplier consents that AAFMEEX may, upon written notice to Supplier, elect that any dispute or claim arising out of or related to this RIDER and the Terms, shall be submitted to be fully and finally determined through binding arbitration administered by the American Arbitration Association ("AAA"), under the then current rules and procedures of the AAA. Unless otherwise notified by AAFMEEX to Supplier, the Arbitration will be conducted in Ohio, in English, before a single arbitrator. The decision of

the arbitrator shall be final and shall be binding on the Parties and any party may apply for enforcement of any arbitral award in the appropriate courts.

4. The Parties expressly consent that originals, certified copies, copies signed through advanced electronic signatures, and even non-certified photocopies of the Terms and the RIDER, could be used for submissions to the relevant courts and arbitration proceedings contained both in the Terms and this RIDER.

5. Unless otherwise expressly agreed in writing, all Goods shall be delivered in AAFMEX's plant, fully and safely unloaded as per the specific instructions that AAFMEX may give in writing from time to time, in its Orders or otherwise; such instructions may specify different delivery locations. Property and risk of loss is transmitted to AAFMEX until the Goods are fully and safely unloaded as per AAFMEX's instructions.

6. In addition to the Terms' section 5 provisions pertaining LABELLING, PACKING AND SHIPMENT, Supplier is obliged to follow all relevant Mexican regulations, including those issued by Federal, State and County authorities, including International Treaties as relevant, including the United States-Mexico-Canada Agreement or *Tratado entre México, Estados Unidos y Canadá*, T-MEC (collectively **Mexican Laws and Regulations**), including, without limitation, the obligations pertaining the Mexican Bill of Lading Complement (*Complemento Carta Porte*), and the Mexican Mandatory Standards (*Normas Oficiales Mexicanas*).

7. In addition to the Terms' sections 8 and 36 provisions, dealing respectively with DOCUMENTATION AND CUSTOMS, and TOOLING AND OTHER MWAAF PROPERTY, Supplier is obliged to follow all relevant Mexican Laws and Regulations, including, without limitation, the creation and safekeeping of files pertaining to tax, corporate and customs obligations, the latter including Rules and Certificates of Origin, the legal presence in Mexico of imported goods, and export/re-export licenses, including those pertaining to dual use goods and munitions. Aforementioned files should be kept for the amount of years necessary as per Mexican Laws and Regulations; Supplier shall indemnify MWAAF and AAFMEX for any damages, including but not limited to liquidated damages (*daños y perjuicios*), duties, interest and penalties, arising from failing its obligations as per this section.

8. In addition to the Terms' section 11 provisions, pertaining INVOICING AND PAYMENT TERMS, terms of payment of Supplier's invoices (*facturas*) shall commence when received as per the specific instructions that AAFMEX may give to Suppliers in writing from time to time, in its Orders or otherwise.

9. In addition to the Terms' section 13 provisions, dealing with WARRANTIES, Supplier is obliged to follow all relevant Mexican Laws and Regulations, including, without limitation, those contained in the Mexican Mandatory Standards (*Normas Oficiales Mexicanas*). Supplier consents that production interruption costs referred to in section 13.E include those that could be suffered by MWAAF's and AAFMEX's customers and other third parties.

10. In addition to the Terms' section 19 provisions, pertaining COMPLIANCE WITH LAWS, Supplier is obliged to follow all relevant Mexican Laws and Regulations.

11. Regarding the Terms' section 35 provisions, dealing with NOTICES, e-mail and facsimile notices and communications between the Parties shall be deemed to have been received by the recipient Party without the need to obtain a confirmed receipt. The Parties obligate themselves to communicate each other the relevant e-mail addresses (at least two) and facsimile number, which shall remain operative and constitute valid forms of communications between them for the duration of the Terms.

12. The Parties affirm that their respective representatives have full rights, power and authority to enter into this RIDER, and to fulfill their respective responsibilities and obligations, and that such authority has not been limited or revoked.

13. The Parties acknowledge and accept to be bound by their respective rights and obligations as contained in this RIDER and the Terms; the Terms are an Annex and integral part of the RIDER. Signed in two equal copies, both fully valid as an original.

AAFMEEX	Supplier
Legal Name (included in full): Acoust-A-Fiber de México, S. de R.L. de C.V.	Legal Name (include in full):
Legally represented by (full name and signature):	Legally represented by (full name and signature):
In his or her capacity as (position within AAFMEEX).	In his or her capacity as (position within Supplier).
Signed in (location):	Signed in (location):

This date of (Month / Day / Year):	This date of (Month / Day / Year):
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