



Yokohama Industries Americas Inc.

**Mexico Addendum to
Terms and Conditions of Purchase**

Date: February 7, 2022

This Mexico Addendum (Addendum) to Terms and Conditions of Purchase (the Terms) is incorporated into every Purchase Order through which Yokohama Industries Americas de Mexico S. de R.L. de C.V. (Buyer) purchases Goods from any supplier (Seller). The particular Seller is the entity designated as such on the Purchase Order. As used in this Addendum and the Terms, the Purchase Order means not only the Purchase Order itself, but also the Terms (as modified by this Addendum), any Releases, and any other incorporated documents, as well as any modifications to any of these documents. As used in this Addendum and the Terms, the Goods are the products, parts, components, Tooling, matters, services, or materials (including related documentation and the source code and object code of any software) the delivery of which is the subject of the Purchase Order.

The Purchase Order incorporates the Terms as modified by this Addendum. The purpose of this Addendum is to modify the Terms, which are designed for contracts under which Yokohama Industries Americas Inc. is the purchasing part, so that they are suitable for contracts under which Buyer is the purchasing party. If there is a conflict between this Addendum and the Terms, this Addendum controls. This Addendum and the Terms are available in English and Spanish. If there are any conflicts between the translations, the English translation controls.

The Addendum modifies the Terms as follows:

- A. The Buyer is Yokohama Industries Americas de Mexico S. de R.L. de C.V., not Yokohama Industries Americas Inc.
- B. Section 5.3 of the Terms is replaced with the following provision:

Buyer will pay for conforming Goods at the price stated in the Purchase Order. Payment terms are stated on the purchase order, but if not stated are 2%/10 Net 60 days. Unless otherwise stated, all payments are in Mexican pesos and include all storage, handling, packing, freight, insurance, taxes, duties and any other charge of any nature. Seller represents and warrants that the prices charged to Buyer are no less favorable than those that Seller extends to its most-favored customers for like goods and services.

C. Section 34.1 of the Terms is replaced with the following provision:

34.1. Seller will comply with all applicable laws, rules, regulations, orders, conventions, or standards that regulate the manufacture, labeling, transportation, licensing, approval, or certification of products or services, including those relating to environmental matters, data protection and privacy, employment, social security, discrimination, occupational health and safety, and motor vehicle safety, and each Purchase Order incorporates by reference all the clauses required by the provisions of those laws, orders, rules, regulations, and ordinances.

D. Sections 35.3, 35.4, and 35.5 of the Terms are replaced with the following provisions:

35.3. Governing Law: The Purchase Order, including these incorporated Terms, is governed by the laws of the United Mexican States. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. Any conflict-of-laws or choice-of-law provisions or principles that would require application of the laws of a jurisdiction other than those of the United Mexican States are excluded.

35.4. Jurisdiction: The Buyer and Seller agree that any action arising under or relating to a Purchase Order shall be filed before Mexican courts. The parties consent to the jurisdiction of these courts, without effect of any principles relating to conflicts or choice of law.

35.5. Exclusive Venues: The exclusive venues in which any dispute arising under or relating to the Purchase Order may be litigated are the Mexican courts. Seller will stipulate to dismiss any lawsuit brought in any court other than these courts may be dismissed as improperly venued. The remainder of this section notwithstanding, Buyer reserves the right to bring a lawsuit in any court with jurisdiction over Seller.