

**MEXICO COUNTRY SUPPLEMENT**  
**To Innotec General Terms and Conditions of Purchase**  
**May 1, 2007**

1. **Agreement**

This Country Supplement applies when referenced on Buyer's Purchase Order or other documentation. The "Buyer" is the Mexican entity identified in the Purchase Order.

2. **Pricing**

All references in the Agreement to amounts of money are references to United States of America Dollars.

3. **Invoicing and Taxes.**

All invoices for the Products must reference the Purchase Order number, amendment or release number, Buyer's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, country of origin, Mexican tariff classification (HTS) number and other information required by Buyer. Buyer will pay proper invoices complying with all of the terms of the Order and complying with all legal and tax requirements, including a breakdown of the Value Added Tax (VAT). In the case of imported Products, Seller must include the respective importation and *pedimento* information in its invoices. The price for Products also includes all duties and taxes, except for VAT. All payments made by Buyer to Seller will be made along with the applicable VAT. Where applicable, all expenses, taxes, fees and any other expenditures related directly or indirectly to the importation of Products (including but not limited to importation duties, countervailing duties, customs broker fees, VAT on importation, Customs Transmittal Fees (*Derecho de Tramite Aduanero*) will be paid by Seller.

4. **Labeling**

Seller will provide papers with each shipment showing the country of origin and Mexican tariff classification (HTS) number, together with other labeling requirements specified in the Purchase Order.

5. **Labor Matters**

Seller will immediately notify Buyer of any disputes between Seller and its personnel, the Mexican taxing authorities, any labor union, federation or labor coalition that represents Seller's employees, if such disputes or disagreements may result in Seller receiving a strike notice or in having its assets being subjected to liens, mortgages, attachments or encumbrances of any nature. Seller's responsibilities for labor matters, labor claims or lawsuits include any obligations derived from the Federal Labor Law, Social Security Law, INFONAVIT Law, Income Tax Law, State and Federal Payroll Tax Laws, Sanitation Laws, Environmental Laws, as well as any other applicable law or regulation in force in Mexico. Seller's obligations will extend to any subcontractor contracted by Seller to perform any or all of the services related to the Products and will survive the termination of the Purchase Order. Seller will indemnify and hold Buyer harmless from any claims or lawsuits brought against Buyer, including substitute employer claims or lawsuits filed by Seller's personnel, a union or by any government or other entity. Seller is obligated to use, in the rendering of the services relating to the Purchase Order, solely and exclusively those workers and employees that have previously been incorporated into the mandatory Social Security regime paid by Seller. Breach of this provision will subject Seller to the payment of all damages caused to Buyer with Buyer also having the right to immediately terminate the Purchase Order without the need for judicial intervention.

6. **Compliance with Laws.**

Buyer represents and warrants that it has and will at all times in connection with the transactions and relationships contemplated hereby fully comply with all laws, rules and regulations of the United States of America and with all applicable non-United States laws, rules and regulations. Without limitation to the foregoing, Buyer shall not export, re-export or otherwise transmit, directly or indirectly, any of the Products

or any portion thereof, or any other materials received under the Agreement except in full compliance with all United States and other applicable laws and regulations. Buyer has not and will not accept or give any illegal or unlawful gratuities or otherwise violate the United States Foreign Corrupt Practices Act in connection with the Agreement or the transactions or relationships contemplated hereby.

7. **Governing Law; Dispute Resolution.**

The Agreement and the rights and obligations of the parties under the Agreement, will be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, United States of America, and not by any other foreign or international law, convention or treaty, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980); regardless of any choice of law or conflict of law provision or rule of any other jurisdiction that would cause the application of the laws of any other jurisdiction. Any and all disputes arising out of or relating to the Agreement, or the rights and obligations of the parties under the Agreement, will be settled by binding arbitration in accordance with all provisions of Section 19, Dispute Resolution of Innotec General Terms and Conditions of Purchase.

8. **English Language Controls.**

Notwithstanding any translation into or occurrence of in any other language, of the Agreement or this Supplement or of any document related in any way to the Agreement or any dispute related to the Agreement or hereto, the English language version thereof will control, and any translations into or occurrence of in any other language(s) will be of no effect whatsoever, and in the event of any disagreement between the English language version thereof and a version thereof in any other language, the non-English language version will be null and void and of no effect.

9. **Miscellaneous**

In the event of any inconsistency or conflict between the terms of this Supplement and the terms of the Agreement, the terms of this Supplement shall control.