



BRP Mexico, S.A. de C.V.  
Parque Ind. Antonio J. Bermudez  
2250 Ave De Las Industrias  
CD. Juarez, Chihuahua CP 32470  
Mexico  
Tel: 52 (656) 146-6000

## ORDEN DE COMPRA

N.º PROVEEDOR  
**129670**

NÚMERO  
**4290017078**

FECHA DE IMPRESIÓN  
**2021/03/04**

PÁGINA  
**1**

### PROVEEDOR

INDUSTRIAL ELECTRICA JUAREZ SA DE C

### DIRECCIÓN DEL PROVEEDOR

INDUSTRIAL ELECTRICA JUAREZ SA DE C  
AV LOPEZ MATEOS NO 2050  
CENTRO COMERCIAL EL PASEO LOCAL F3  
CIUDAD JUAREZ CHI 32390

Fax: 656 613 8105

Este número de pedido debe figurar en todos los envíos y facturas.

### DIRECCIÓN DE ENVÍO

Mexico (Company 0600) - Juarez 3  
BRP Mexico, S.A. de C.V.  
11500 Blvd Francisco Villarreal Tor  
CD. JUAREZ, CHIHUAHUA CHI 32545  
MEXICO

### CONTACTO DE BRP

#### COMPRAS

Nombre : Miguel Macias  
# Teléfono : 656 146 6000  
# Fax : 656 146 6092  
Comprador :  
APP : 4/03/21

#### PLANIFICACIÓN

Nombre :  
# Fax :  
Planificador :  
MACIAMI

### INSTRUCCIONES DE EXPEDICIÓN

### PUNTO DE TRANSFERENCIA DE MERCANCÍAS

#### IMPUESTO SOBRE VENTA

#### CONDICIONES DE PAGO

#### MONEDA

Net 30 days

USD

Artículo	Cant. Pedido	U/M	DETALLE DE ARTÍCULO	PRECIO
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00010	1	PC	Precio unitario :1,006.68 PC Mult: 1 Descripción : P-TP-01A PANELBOARD AQ: P-TP-01A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	1,006.68
00020	1	PC	Precio unitario :839.39 PC Mult: 1 Descripción : P-TP-02A PANELBOARD AQ: P-TP-02A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	839.39
00030	1	PC	Precio unitario :741.51 PC Mult: 1 Descripción : F-TP-01A PANELBOARD AQ: F-TP-01A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	741.51
00040	1	PC	Precio unitario :726.37 PC Mult: 1 Descripción : F-TP-02A PANELBOARD AQ: F-TP-02A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	726.37

## TERMS AND CONDITIONS OF PURCHASE

1. **ORDER.** These terms and conditions are incorporated into the attached purchase order, release, supply agreement or contract ("Order") issued by BRP Mexico S.A. de C.V. ("BRP") to the vendor identified in the Order ("Vendor"), to purchase certain goods, tooling or services described in the Order ("Products"). The Order is binding on the parties when Vendor (a) returns written acceptance, (b) makes any shipment of Products, or (c) accepts the Order in any other manner. Vendor shall be deemed to accept the Order unless it notifies BRP otherwise within three (3) business days of receipt. Vendor shall notify BRP immediately if it is unable to fulfill any terms of the Order. Quantities and delivery dates in a scheduling agreement or a blanket purchase order are for forecasting purposes only and not binding on the parties unless BRP issues a release, committing the parties to specific quantities and delivery dates.
2. **PRICE.** The total price of the Products shall be as stated in the Order and, unless otherwise stated, shall be firm fixed. No additional charges of any kind (including, without limitation, packaging, freight, shipping, surcharges or taxes) will be allowed unless clearly specified in the Order. BRP reserves the right to make changes in drawings and specifications as to any Product covered by the Order with any substantial price difference resulting from such changes to be negotiated by the parties. Vendor agrees that the prices, discounts, and allowances on Products are no less favourable than those currently extended to any other customer for same or similar articles in equal or lower quantities. Prices for any special tooling or equipment required must be identified in advance by Vendor and quoted separately.
3. **SHIPPING; MARKING.** Unless otherwise specified, shipments are FCA origin (ICC Incoterms 2000). Vendor shall describe, mark, pack and deliver Products to protect them. Each box or crate shall be marked with BRP's purchase order number, shipping address, Vendor's name, BRP's part number, if any, Product description, quantity and country of origin. A copy of the packing list/invoice must be affixed to the outside of each shipment/pallet and in one identified box per pallet. Products shall be marked in such a way that they can be readily recognized as Vendor's product. A bill of lading shall be sent to BRP on the day of shipment. Vendor shall comply with BRP's routing instructions and pay any increased transport costs if it fails to do so.
4. **DELIVERY. TIME IS OF THE ESSENCE** as to Vendor's supply of Products and Vendor shall be responsible for any related damages, including but not limited to any costs of non-delivery, delay, cover, shortage, overage or line stoppage. All Products shall be delivered in the quantities, to the location(s) and on the date(s) set forth in the Order within specified lead times. Products received in advance may be held or returned at Vendor's risk and expense. If Product is held, BRP's obligations shall run from scheduled delivery dates. Vendor shall immediately notify BRP of any anticipated failure to timely deliver Products and BRP may cancel or reschedule such order(s). Vendor shall, upon BRP's request, suspend shipment and delivery of Products for such period as BRP may request.
5. **QUALITY.** Vendor shall supply Products in accordance with good manufacturing practice, in compliance with the Order and any BRP specifications and quality assurance requirements. Products are subject to inspection and acceptance at BRP's location notwithstanding any prior payment. Non-conforming Products may be held or returned at Vendor's risk and expense. Vendor specifically agrees to pay BRP all costs related to rejection of Products. Vendor shall not repair or replace non-conforming Products unless BRP so directs. BRP reserves the right to make repairs on defective Products and to charge Vendor BRP's actual labor cost plus BRP's factory overhead. BRP may quality inspect and audit the operations of Vendor, its subcontractors or suppliers. BRP may maintain quality personnel at any Product production site. BRP agrees to abide by any reasonable safety and confidentiality requirements at such site.
6. **SAMPLES.** If a sample is required in the Order, Vendor is not to proceed with the fabrication or furnishing of the balance of the Products called for in the Order until BRP has approved such sample.
7. **BILLING.** Vendor shall issue invoices, bills of lading and packing lists in accordance with BRP requirements, to include Vendor's packing list number, BRP's order number, part number, item number, English description, invoice quantity and unit of measure. Vendor's invoices shall include Country of Origin, unit price and total invoice amount, with any tax and permitted surcharges itemized. Time periods for payment and discounts shall begin upon receipt of conforming Product and complete/accurate invoices with any supporting documentation.
8. **TAXES; CUSTOMS.** Vendor shall be solely liable for any taxes, duties, customs or assessments in connection with the sale, transport, use or possession of Products prior to delivery to BRP, exclusive of sales tax. Vendor shall supply all applicable customs documentation, including a certificate of origin, comply with applicable marking requirements and include the phrase "MADE IN (COUNTRY OF ORIGIN)" on all Products. For Products produced in North America, Vendor shall provide fully-completed NAFTA certificates. For Canadian Products, Vendor shall provide K32A certificates. If Vendor improperly exports or imports Products, Vendor shall be responsible for all penalties, fines, assessments or costs BRP incurs.
9. **WARRANTY.** Vendor warrants that Products are: (a) new and unused; (b) merchantable and free from defects in materials and workmanship; (b) free from defects in design (unless specifically designed by BRP); (c) free and clear of all liens and encumbrances; (d) in strict conformance to the specifications, drawings, and descriptions in the Order and any approved samples; (e) fit and sufficient for their intended purpose to the extent Vendor knows or has means to know of such purpose; (f) in compliance with industry standards and with all applicable laws, rules or regulations; and (g) in the case of services, performed in a professional and workmanlike manner. The foregoing warranties shall survive delivery, acceptance, inspection, testing, payment and use of Products and shall run in favour of BRP, its customers and any subsequent owners or users of the Products. No disclaimer of warranty, limitation of warranty or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Vendor shall have any effect on the warranties contained in this Order.
10. **REMEDIES.** All remedies of BRP herein are cumulative and in addition to all rights and remedies provided by law or equity. BRP may require Vendor, at its expense, to refund the Product price, repair or replace the Product on site (or re-perform any service), at BRP's option, for any Product that fails to comply with the Order.
11. **DEFECTS.** Vendor shall immediately notify BRP of any actual or suspected defect in a Product, or other matter that may affect the safe or proper operation of a Product. Vendor shall promptly provide all relevant information to BRP and cooperate fully with any investigation, rework, field retrofit and recall. Vendor shall be responsible for all costs incurred by BRP due to any Product defect, recall, retrofit or other related action.
12. **END OF LIFE.** Vendor shall give BRP six (6) month advance written notice of Vendor's election to stop supplying Products to allow BRP to order such quantity as it may reasonably require. In addition, for Products used in BRP's products, Vendor shall maintain the capacity to supply and effectively service such Products for at least ten (10) years from the date of the final production Order.
13. **TOOLING.** Any and all equipment, machinery, dies, molds, jigs, patterns, fixtures, tooling, material, samples, prototypes and any other property used to manufacture Products, which is owned, furnished, charged to, or paid for by or on behalf of BRP in whole or in part ("Tooling") shall be and remain the exclusive property of BRP and may be removed upon request of BRP. Title to Tooling shall pass to BRP without regard to BRP's payment or performance of other obligations. Vendor and its suppliers shall not retain any lien, encumbrance or interest, nor attempt to encumber BRP's interest in the Tooling. Tooling shall be: (a) used exclusively to fill BRP orders; (b) carefully checked and approved by Vendor before use; (c) maintained in good condition and repair at Vendor's expense; (d) subject to periodic accounting by Vendor at BRP's request and inspection by BRP; (e) identified as to location and not be moved without BRP's prior written approval; (f) not scrapped or destroyed without BRP's prior written approval; and (g) promptly returned (including any components or spare parts) in the same or better condition, reasonable wear and tear excepted. Vendor agrees to assist in protecting and perfecting BRP's interest in the Tooling. Vendor waives any lien, right of set-off or counterclaim that might permit Vendor to refuse to deliver Tooling to BRP. All Tooling shall be conspicuously marked "Property of BRP" by Vendor, insured by Vendor and held at Vendor's risk while in Vendor's or its agent's control or possession.
14. **PRODUCT-RELATED TECHNOLOGY.** All technology, software, data, drawings, specifications, and other proprietary information or materials concerning the Product ("Technology"), including copies and duplicates, provided by BRP to Vendor shall remain the property of BRP, and any such Technology created (a) at the request of BRP; (b) in connection with Products sold only to BRP, or (c) based in whole or in part on information provided by BRP, shall be considered as ordered or commissioned by BRP as a contribution to a collective work and be considered "work made-for-hire" and shall belong to BRP (collectively the "BRP Technology"). To the extent such BRP Technology may not be deemed "work made-for-hire," Vendor and its employees, subcontractors and agents hereby assign, and BRP accepts, on a paid-up basis, all right, title and interest in and to all such BRP Technology. Vendor shall not seek any registration, patent, copyright or titling of such BRP Technology in its name or for its benefit. Vendor shall promptly execute and deliver such documents and take such action as BRP may reasonably request to protect or perfect BRP's right, title and interest in BRP Technology. Vendor shall not supply to anyone other than BRP any Products designed in whole or in part by or exclusively for BRP or using BRP Technology.
15. **TRADEMARKS.** Vendor shall not use any trademark, trade name or service mark of BRP or its affiliates and shall not contest the validity of BRP's right to any trademarks, trade names or service marks used by BRP as its own.
16. **INFRINGEMENT.** Except to the extent manufactured to BRP's specifications, Vendor warrants that the sale and use of Products will not infringe, directly or indirectly, any patent, trademark, trade name, trade secret, copyright or any proprietary right of another. If any Product or the use thereof is held to infringe any proprietary right and its use enjoined, Vendor shall, at its expense, procure for BRP and its customers the right to continue using said Product or replace said Product with a substantially equal, but non-infringing product acceptable to BRP. If further use of the Product is not possible, Vendor shall accept return of any unsold Product and refund to BRP all Product costs, including but not limited to purchase price and transportation costs.
17. **INDEMNIFICATION.** Vendor shall indemnify, defend (with counsel satisfactory to BRP) and hold harmless BRP, its parents, affiliates, subsidiaries, and their respective officers, directors, employees, successors, assigns, insurers, customers and agents ("Indemnified Persons"), against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which an Indemnified Person may incur in any way related to the Product, Tooling, or Vendor's performance hereunder, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Vendor agrees that its obligations herein shall survive the termination or expiration of the Order.
18. **INSURANCE.** Vendor shall maintain at its expense occurrence-based commercial general liability insurance, including but not limited to product liability coverage, which (a) names the Indemnified Persons (as defined above) as additional insureds; (b) is issued by insurers rated A- or better by A.M. Best; (c) provides coverage for bodily injury and property damage liability with "each occurrence" limits of an amount not less than U.S. three million dollars (USD \$3,000,000); and (d) is maintained during the term in which Vendor supplies Products and for six (6) years thereafter. Upon request and at least annually, Vendor shall furnish BRP with a certificate of insurance evidencing such coverage. Vendor shall require its insurer(s) to provide notice in writing to BRP at least thirty (30) days before any reduction in coverage, cancellation or non-renewal. If Vendor fails to maintain the insurance required herein, BRP may, but is not obligated to, purchase such insurance on Vendor's behalf and charge back the cost of same to Vendor.
19. **COMPLIANCE WITH LAWS.** Vendor, at its expense, shall comply with all laws, regulations and requirements applicable to the Product, the supply of Products to BRP or Vendor's performance hereunder. Vendor and its subcontractors shall comply with all applicable wage, workers compensation, equal opportunity and reporting obligations.
20. **CONFIDENTIALITY.** Vendor may have access to certain proprietary or confidential information of BRP or its customers. Vendor agrees to hold such information in confidence and to use said information only for its performance under the Order and not for any other purpose or disclosure to any third party. The parties shall comply with any existing confidentiality agreement between them, which is incorporated herein. Vendor shall not make any public acknowledgement or disclosure concerning the Order or its supply of Products to BRP.
21. **CANCELLATION.** BRP reserves the right to cancel this Order in its entirety or in part at any time for cause and without cost or penalty in the event: (a) Products are not as warranted; (b) Vendor fails to comply with any terms of the Order; (c) a force majeure event impacts Vendor's performance; (d) Products are subject to a claim of infringement; (e) Vendor becomes insolvent, is subject to a bankruptcy proceeding or makes an assignment for the benefit of creditors; or (f) Vendor ceases or suspends its normal business operations. BRP may cancel any order at any time without cause and if such cancelled Products were stock merchandise, BRP's sole liability shall be to pay for Products shipped pursuant to the Order prior to cancellation. If cancelled Products were manufactured to BRP's specifications, then, upon notice, Vendor shall cease all performance related to such Products (unless otherwise directed by BRP) and BRP shall pay Vendor its actual Product costs incurred in accordance with the Order and applicable lead times.
22. **FORCE MAJEURE.** Neither party will be held responsible for a breach, delay or failure of performance of any obligation hereunder that results from war, act of God or natural disaster (e.g. fire, earthquake or flood), or governmental action not due to the fault of the party (e.g. embargo). Vendor shall immediately notify BRP in writing of any circumstances or events in the nature of force majeure or any other causes reasonably beyond the control of the Vendor that may delay deliveries as specified in the Order.
23. **WAIVER; SEVERABILITY.** Failure to require strict performance of any provision of the Order shall not constitute a waiver or default by a party or diminish that party's right to subsequently demand strict compliance therewith. Any provision of this Order prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of the Order.
24. **ASSIGNMENT.** Vendor shall not assign or subcontract any of its rights, duties or obligations without BRP's prior written consent. Such consent shall not relieve Vendor of its obligations under the Order unless so specifically stated therein.
25. **HEADINGS; GOVERNING LAW.** The headings in this document are for convenience only and shall not affect interpretation. The Order and these terms shall be governed by and construed in accordance with the internal laws of the State of Chihuahua, Mexico (without regard to conflict of laws principles). The U.N. Convention on Contracts for the



BRP Mexico, S.A. de C.V.  
Parque Ind. Antonio J. Bermudez  
2250 Ave De Las Industrias  
CD. Juarez, Chihuahua CP 32470  
Mexico  
Tel: 52 (656) 146-6000

## ORDEN DE COMPRA

N.º PROVEEDOR  
**129670**

NÚMERO  
**4290017078**

FECHA DE IMPRESIÓN  
**2021/03/04**

PÁGINA  
**2**

### PROVEEDOR

INDUSTRIAL ELECTRICA JUAREZ SA DE C

Este número de pedido debe figurar en todos los envíos y facturas.

Artículo	Cant. Pedido	U/M	DETALLE DE ARTÍCULO	PRECIO
00050	1	PC	Precio unitario :795.75 PC Mult: 1 Descripción : F-TP-06A PANELBOARD AQ: F-TP-06A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	795.75
00060	1	PC	Precio unitario :832.90 PC Mult: 1 Descripción : F-TP-09A PANELBOARD AQ: F-TP-09A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	832.90
00070	1	PC	Precio unitario :978.82 PC Mult: 1 Descripción : F-TP-10A PANELBOARD AQ: F-TP-10A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	978.82
00080	1	PC	Precio unitario :932.89 PC Mult: 1 Descripción : F-TP-11A PANELBOARD AQ: F-TP-11A Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2021/04/29	932.89
*** COTIZACION #923,663 ***				
Valor neto total sin impuestos USD				6,854.31

## TERMS AND CONDITIONS OF PURCHASE

1. **ORDER.** These terms and conditions are incorporated into the attached purchase order, release, supply agreement or contract ("Order") issued by BRP Mexico S.A. de C.V. ("BRP") to the vendor identified in the Order ("Vendor"), to purchase certain goods, tooling or services described in the Order ("Products"). The Order is binding on the parties when Vendor (a) returns written acceptance, (b) makes any shipment of Products, or (c) accepts the Order in any other manner. Vendor shall be deemed to accept the Order unless it notifies BRP otherwise within three (3) business days of receipt. Vendor shall notify BRP immediately if it is unable to fulfill any terms of the Order. Quantities and delivery dates in a scheduling agreement or a blanket purchase order are for forecasting purposes only and not binding on the parties unless BRP issues a release, committing the parties to specific quantities and delivery dates.
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3. **SHIPPING; MARKING.** Unless otherwise specified, shipments are FCA origin (ICC Incoterms 2000). Vendor shall describe, mark, pack and deliver Products to protect them. Each box or crate shall be marked with BRP's purchase order number, shipping address, Vendor's name, BRP's part number, if any, Product description, quantity and country of origin. A copy of the packing list/invoice must be affixed to the outside of each shipment/pallet and in one identified box per pallet. Products shall be marked in such a way that they can be readily recognized as Vendor's product. A bill of lading shall be sent to BRP on the day of shipment. Vendor shall comply with BRP's routing instructions and pay any increased transport costs if it fails to do so.
4. **DELIVERY. TIME IS OF THE ESSENCE** as to Vendor's supply of Products and Vendor shall be responsible for any related damages, including but not limited to any costs of non-delivery, delay, cover, shortage, overage or line stoppage. All Products shall be delivered in the quantities, to the location(s) and on the date(s) set forth in the Order within specified lead times. Products received in advance may be held or returned at Vendor's risk and expense. If Product is held, BRP's obligations shall run from scheduled delivery dates. Vendor shall immediately notify BRP of any anticipated failure to timely deliver Products and BRP may cancel or reschedule such order(s). Vendor shall, upon BRP's request, suspend shipment and delivery of Products for such period as BRP may request.
5. **QUALITY.** Vendor shall supply Products in accordance with good manufacturing practice, in compliance with the Order and any BRP specifications and quality assurance requirements. Products are subject to inspection and acceptance at BRP's location notwithstanding any prior payment. Non-conforming Products may be held or returned at Vendor's risk and expense. Vendor specifically agrees to pay BRP all costs related to rejection of Products. Vendor shall not repair or replace non-conforming Products unless BRP so directs. BRP reserves the right to make repairs on defective Products and to charge Vendor BRP's actual labor cost plus BRP's factory overhead. BRP may quality inspect and audit the operations of Vendor, its subcontractors or suppliers. BRP may maintain quality personnel at any Product production site. BRP agrees to abide by any reasonable safety and confidentiality requirements at such site.
6. **SAMPLES.** If a sample is required in the Order, Vendor is not to proceed with the fabrication or furnishing of the balance of the Products called for in the Order until BRP has approved such sample.
7. **BILLING.** Vendor shall issue invoices, bills of lading and packing lists in accordance with BRP requirements, to include Vendor's packing list number, BRP's order number, part number, item number, English description, invoice quantity and unit of measure. Vendor's invoices shall include Country of Origin, unit price and total invoice amount, with any tax and permitted surcharges itemized. Time periods for payment and discounts shall begin upon receipt of conforming Product and complete/accurate invoices with any supporting documentation.
8. **TAXES; CUSTOMS.** Vendor shall be solely liable for any taxes, duties, customs or assessments in connection with the sale, transport, use or possession of Products prior to delivery to BRP, exclusive of sales tax. Vendor shall supply all applicable customs documentation, including a certificate of origin, comply with applicable marking requirements and include the phrase "MADE IN (COUNTRY OF ORIGIN)" on all Products. For Products produced in North America, Vendor shall provide fully-completed NAFTA certificates. For Canadian Products, Vendor shall provide K32A certificates. If Vendor improperly exports or imports Products, Vendor shall be responsible for all penalties, fines, assessments or costs BRP incurs.
9. **WARRANTY.** Vendor warrants that Products are: (a) new and unused; (b) merchantable and free from defects in materials and workmanship; (b) free from defects in design (unless specifically designed by BRP); (c) free and clear of all liens and encumbrances; (d) in strict conformance to the specifications, drawings, and descriptions in the Order and any approved samples; (e) fit and sufficient for their intended purpose to the extent Vendor knows or has means to know of such purpose; (f) in compliance with industry standards and with all applicable laws, rules or regulations; and (g) in the case of services, performed in a professional and workmanlike manner. The foregoing warranties shall survive delivery, acceptance, inspection, testing, payment and use of Products and shall run in favour of BRP, its customers and any subsequent owners or users of the Products. No disclaimer of warranty, limitation of warranty or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Vendor shall have any effect on the warranties contained in this Order.
10. **REMEDIES.** All remedies of BRP herein are cumulative and in addition to all rights and remedies provided by law or equity. BRP may require Vendor, at its expense, to refund the Product price, repair or replace the Product on site (or re-perform any service), at BRP's option, for any Product that fails to comply with the Order.
11. **DEFECTS.** Vendor shall immediately notify BRP of any actual or suspected defect in a Product, or other matter that may affect the safe or proper operation of a Product. Vendor shall promptly provide all relevant information to BRP and cooperate fully with any investigation, rework, field retrofit and recall. Vendor shall be responsible for all costs incurred by BRP due to any Product defect, recall, retrofit or other related action.
12. **END OF LIFE.** Vendor shall give BRP six (6) month advance written notice of Vendor's election to stop supplying Products to allow BRP to order such quantity as it may reasonably require. In addition, for Products used in BRP's products, Vendor shall maintain the capacity to supply and effectively service such Products for at least ten (10) years from the date of the final production Order.
13. **TOOLING.** Any and all equipment, machinery, dies, molds, jigs, patterns, fixtures, tooling, material, samples, prototypes and any other property used to manufacture Products, which is owned, furnished, charged to, or paid for by or on behalf of BRP in whole or in part ("Tooling") shall be and remain the exclusive property of BRP and may be removed upon request of BRP. Title to Tooling shall pass to BRP without regard to BRP's payment or performance of other obligations. Vendor and its suppliers shall not retain any lien, encumbrance or interest, nor attempt to encumber BRP's interest in the Tooling. Tooling shall be: (a) used exclusively to fill BRP orders; (b) carefully checked and approved by Vendor before use; (c) maintained in good condition and repair at Vendor's expense; (d) subject to periodic accounting by Vendor at BRP's request and inspection by BRP; (e) identified as to location and not be moved without BRP's prior written approval; (f) not scrapped or destroyed without BRP's prior written approval; and (g) promptly returned (including any components or spare parts) in the same or better condition, reasonable wear and tear excepted. Vendor agrees to assist in protecting and perfecting BRP's interest in the Tooling. Vendor waives any lien, right of set-off or counterclaim that might permit Vendor to refuse to deliver Tooling to BRP. All Tooling shall be conspicuously marked "Property of BRP" by Vendor, insured by Vendor and held at Vendor's risk while in Vendor's or its agent's control or possession.
14. **PRODUCT-RELATED TECHNOLOGY.** All technology, software, data, drawings, specifications, and other proprietary information or materials concerning the Product ("Technology"), including copies and duplicates, provided by BRP to Vendor shall remain the property of BRP, and any such Technology created (a) at the request of BRP; (b) in connection with Products sold only to BRP, or (c) based in whole or in part on information provided by BRP, shall be considered as ordered or commissioned by BRP as a contribution to a collective work and be considered "work made-for-hire" and shall belong to BRP (collectively the "BRP Technology"). To the extent such BRP Technology may not be deemed "work made-for-hire," Vendor and its employees, subcontractors and agents hereby assign, and BRP accepts, on a paid-up basis, all right, title and interest in and to all such BRP Technology. Vendor shall not seek any registration, patent, copyright or titling of such BRP Technology in its name or for its benefit. Vendor shall promptly execute and deliver such documents and take such action as BRP may reasonably request to protect or perfect BRP's right, title and interest in BRP Technology. Vendor shall not supply to anyone other than BRP any Products designed in whole or in part by or exclusively for BRP or using BRP Technology.
15. **TRADEMARKS.** Vendor shall not use any trademark, trade name or service mark of BRP or its affiliates and shall not contest the validity of BRP's right to any trademarks, trade names or service marks used by BRP as its own.
16. **INFRINGEMENT.** Except to the extent manufactured to BRP's specifications, Vendor warrants that the sale and use of Products will not infringe, directly or indirectly, any patent, trademark, trade name, trade secret, copyright or any proprietary right of another. If any Product or the use thereof is held to infringe any proprietary right and its use enjoined, Vendor shall, at its expense, procure for BRP and its customers the right to continue using said Product or replace said Product with a substantially equal, but non-infringing product acceptable to BRP. If further use of the Product is not possible, Vendor shall accept return of any unsold Product and refund to BRP all Product costs, including but not limited to purchase price and transportation costs.
17. **INDEMNIFICATION.** Vendor shall indemnify, defend (with counsel satisfactory to BRP) and hold harmless BRP, its parents, affiliates, subsidiaries, and their respective officers, directors, employees, successors, assigns, insurers, customers and agents ("Indemnified Persons"), against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which an Indemnified Person may incur in any way related to the Product, Tooling, or Vendor's performance hereunder, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Vendor agrees that its obligations herein shall survive the termination or expiration of the Order.
18. **INSURANCE.** Vendor shall maintain at its expense occurrence-based commercial general liability insurance, including but not limited to product liability coverage, which (a) names the Indemnified Persons (as defined above) as additional insureds; (b) is issued by insurers rated A- or better by A.M. Best; (c) provides coverage for bodily injury and property damage liability with "each occurrence" limits of an amount not less than U.S. three million dollars (USD \$3,000,000); and (d) is maintained during the term in which Vendor supplies Products and for six (6) years thereafter. Upon request and at least annually, Vendor shall furnish BRP with a certificate of insurance evidencing such coverage. Vendor shall require its insurer(s) to provide notice in writing to BRP at least thirty (30) days before any reduction in coverage, cancellation or non-renewal. If Vendor fails to maintain the insurance required herein, BRP may, but is not obligated to, purchase such insurance on Vendor's behalf and charge back the cost of same to Vendor.
19. **COMPLIANCE WITH LAWS.** Vendor, at its expense, shall comply with all laws, regulations and requirements applicable to the Product, the supply of Products to BRP or Vendor's performance hereunder. Vendor and its subcontractors shall comply with all applicable wage, workers compensation, equal opportunity and reporting obligations.
20. **CONFIDENTIALITY.** Vendor may have access to certain proprietary or confidential information of BRP or its customers. Vendor agrees to hold such information in confidence and to use said information only for its performance under the Order and not for any other purpose or disclosure to any third party. The parties shall comply with any existing confidentiality agreement between them, which is incorporated herein. Vendor shall not make any public acknowledgement or disclosure concerning the Order or its supply of Products to BRP.
21. **CANCELLATION.** BRP reserves the right to cancel this Order in its entirety or in part at any time for cause and without cost or penalty in the event: (a) Products are not as warranted; (b) Vendor fails to comply with any terms of the Order; (c) a force majeure event impacts Vendor's performance; (d) Products are subject to a claim of infringement; (e) Vendor becomes insolvent, is subject to a bankruptcy proceeding or makes an assignment for the benefit of creditors; or (f) Vendor ceases or suspends its normal business operations. BRP may cancel any order at any time without cause and if such cancelled Products were stock merchandise, BRP's sole liability shall be to pay for Products shipped pursuant to the Order prior to cancellation. If cancelled Products were manufactured to BRP's specifications, then, upon notice, Vendor shall cease all performance related to such Products (unless otherwise directed by BRP) and BRP shall pay Vendor its actual Product costs incurred in accordance with the Order and applicable lead times.
22. **FORCE MAJEURE.** Neither party will be held responsible for a breach, delay or failure of performance of any obligation hereunder that results from war, act of God or natural disaster (e.g. fire, earthquake or flood), or governmental action not due to the fault of the party (e.g. embargo). Vendor shall immediately notify BRP in writing of any circumstances or events in the nature of force majeure or any other causes reasonably beyond the control of the Vendor that may delay deliveries as specified in the Order.
23. **WAIVER; SEVERABILITY.** Failure to require strict performance of any provision of the Order shall not constitute a waiver or default by a party or diminish that party's right to subsequently demand strict compliance therewith. Any provision of this Order prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of the Order.
24. **ASSIGNMENT.** Vendor shall not assign or subcontract any of its rights, duties or obligations without BRP's prior written consent. Such consent shall not relieve Vendor of its obligations under the Order unless so specifically stated therein.
25. **HEADINGS; GOVERNING LAW.** The headings in this document are for convenience only and shall not affect interpretation. The Order and these terms shall be governed by and construed in accordance with the internal laws of the State of Chihuahua, Mexico (without regard to conflict of laws principles). The U.N. Convention on Contracts for the