



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  
**163092**

NÚMERO  
**4550192347**

FECHA DE IMPRESIÓN  
**2023/10/25**

PÁGINA  
**1**

### PROVEEDOR

Proyectos, Reparaciones, Obras y

### DIRECCIÓN DEL PROVEEDOR

Ong. Carlos Andres Suarez  
Proyectos, Reparaciones, Obras y  
Construccion Electromecanica SA de  
Costa Rica #1034 Sur  
Ex Hipodromo  
Cd. Juarez CHI 32330

Fax:

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

### DIRECCIÓN DE ENVÍO

Mexico (Company 0600) - Juarez 2  
BRP Mexico, S.A. de C.V.  
Ave. Santiago Troncoso 1098  
CD. JUAREZ, CHIHUAHUA CHI 32575  
MEXICO

### CONTACTO DE BRP

#### COMPRAS

Nombre : Ana Laura Montelon  
# Teléfono : 656 800 7938  
# Fax : *QemR* oct 25 2023  
Comprador :  
APP :

#### PLANIFICACIÓN

Nombre :  
# Fax :  
Planificador :  
MONTEAN1

### INSTRUCCIONES DE EXPEDICIÓN

### PUNTO DE TRANSFERENCIA DE MERCANCÍAS

#### IMPUESTO SOBRE VENTA

#### CONDICIONES DE PAGO

#### MONEDA

Net 60 days

MXN

Artículo	Cant. Pedido	U/M	DETALLE DE ARTÍCULO	PRECIO
00010	1,391,750	PC	Precio unitario : 1.00 PC Mult: 1 Descripción : CAMBIO DE LUMINARIAS LED OFICINAS JRZ 2 Dibujo/Rev. : / Origen : MX Cant. Progr. : 1,391,750 Fecha de entrega: 2023/12/12  Suministro de Luminaria tipo LED empotrar, marca Lithonia, catalogo 2BLT4 40L ADSM EZ1 LP840 pza. 355.00 \$3,100.00 Mano de obra para reemplazar luminaria empotrar pza. 355.00 \$800.00 Equipo de Elevación pza. 1.00 \$7,250.00 **** GARANTIAS SEGUN SE ENLISTAN **** ** LUMINARIAS 1825 DIAS NATURALES (5 AÑOS) ** LUMINARIAS GARANTIA EXTENDIDA 365 DIAS NATURALES DESPUES DE GARANTIA DE FABRICA ** INSTALACION ELECTRAICA, 730 DIAS NATURALES (2 AÑOS), SOLO INST ELECTRICA DE LUMINARIAS. *****	1,391,750.00

IMPORTANT: BY ACCEPTING THIS ORDER, SUPPLIER AGREES TO THE TERMS AND CONDITIONS ON THE FACE OF THIS ORDER, INCLUDING AS WELL BRP'S STANDARD TERMS AND CONDITIONS OF PURCHASE WHICH CAN BE FOUND IN THE "REFERENCE DOCUMENTS" LOCATED IN THE "BUSINESS PARTNERS" SECTION OF BRP'S WEBSITE WWW.BRP.COM. THIS ORDER IS NOT AN ACCEPTANCE OF ANY OFFER BY SUPPLIER. ANY ADDITIONAL TERMS IN ANY PROPOSAL, QUOTATION, INVOICE OR OTHER COMMUNICATION FROM SUPPLIER ARE HEREBY REJECTED AND ARE NOT BINDING ON BRP.



ORDEN DE COMPRA	
N.º PROVEEDOR <b>163092</b>	NÚMERO <b>4550192347</b>
FECHA DE IMPRESIÓN <b>2023/10/25</b>	PÁGINA <b>2</b>

**163092**

**4550192347**

2023/10/25

## 2

<b>PROVEEDOR</b>	Este número de pedido debe figurar en todos los envíos y facturas.
Proyectos. Reparaciones. Obras y	

## Proyectos, Reparaciones, Obras y

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

**Valor neto total sin impuestos MXN**

**1,391,750.00**

## BRP STANDARD TERMS AND CONDITIONS

**ORDER AGREEMENT.** These terms and conditions are made part of the purchase order, scheduled shipment or release ("Order") issued by Bombardier Recreational Products Inc. BRP US Inc or any of their subsidiaries, affiliates or related entities (hereinafter, collectively and individually referred to as "BRP") to the supplier identified in the Order ("Supplier"), to purchase certain goods, tooling and/or services described in the Order ("Products"). Orders may be issued electronically and are therefore valid even if they are not signed. Quantities and delivery dates in a scheduling agreement outside otherwise agreed upon lead times are for forecasting purposes only and are not binding on the parties. From time to time, BRP may issue releases under a shipping schedule. Supplier shall be deemed to have accepted the Order unless it has notified BRP otherwise within three (3) business days of receipt. By accepting an Order, Supplier agrees to the terms and conditions on its face as well those contained herein and, unless otherwise governed by a supply agreement, the terms of the accepted Order shall constitute the entire agreement between the parties ("Agreement"). Without limitation, the Agreement shall include all attachments, amendments, addendums, change orders, notices, correspondence, communications, and other documents incorporated by reference into the Agreement. Those contained herein, the former shall control. The Order is not an acceptance of any offer made by Supplier and should be considered as the initial offer and any additional terms in any proposal, quotation, invoice, acknowledgment or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

**PRICE.** The total price of the Products shall be as stated in the Agreement and unless otherwise specified therein, the price for Products shall be firm fixed. No additional charges or assessments shall be levied against Supplier without prior written notice. All prices are FOB Supplier's location. Prices are exclusive of taxes, duties, freight, insurance, handling, and other charges. BRP represents that the prices, discounts, and allowances extended to BRP on Products are no less favorable than those currently extended to any other customer of Supplier for the same or similar articles in equal or lower quantities. BRP reserves the right to make changes in drawings and specifications to any Product covered by the Order and Supplier agrees to make those changes. Supplier shall notify BRP within ten (10) business days of such change request or any impact on delivery lead time or of a substantial price difference resulting from such changes. If Supplier fails to state in writing that the change is acceptable, it shall be deemed that Supplier agrees to accept the change. Any change in the terms of the Agreement, drawings or specifications related to existing Products shall have no other impact on the validity of the Order. Prices for any special tooling or equipment required must be identified in advance by Supplier and quoted separately.

**PACKAGING & SHIPPING.** Unless otherwise specified in the Agreement, shipments are incoterms®2010 (ICC FCA origin and prices shall include all fees and charges related to the packaging and shipping of the Products). Logistics Handbook provisions apply to suppliers at the latest version available at the time of shipment on BRP's Business Portal located on BRP's website <http://www.brp.com>. Furthermore, in compliance with BRP's Logistics Handbook, Supplier shall describe, mark, and pack Products in a manner appropriate to ensure the Products' protection until delivered to BRP. A bill of lading shall be sent to BRP on the day of shipment. Supplier shall comply with BRP's routing instructions, if any. If Supplier fails to follow BRP's routing instructions or Logistic Handbook, Supplier shall compensate BRP for any resulting costs.

**DELIVERY, TITLE, AND RISK OF LOSS.** Supplier warrants that it will deliver the Products in the quantities, to the location(s) and on the date(s) set forth in the Agreement within the specified lead times. Products received in advance may be held or returned at Supplier's risk and expense. If Product is held, BRP's obligations shall run from the scheduled delivery dates. Without limiting its liability under the Agreement, Supplier shall immediately notify BRP of any anticipated failure to deliver Products in due time. Upon receipt of such notice, BRP may, at its sole option, cancel the Order or modify it.

**QUALITY.** Supplier, at its expense, shall supply Products in accordance with good manufacturing practice and in compliance with the Agreement and BRP's specifications and quality assurance requirements, including but not limited to the latest shared version of the BRP Supplier Quality Manual or its latest version available at the time of shipment on BRP's Business Portal located on its website <http://www.brp.com>. Products are subject to inspection and acceptance at BRP's location notwithstanding any prior payment. Non-conforming products may be held and returned at Supplier's risk and expense. Supplier's responsibility to pay all costs related to rejection of non-conforming products includes repair, replacement, non-conforming Products, and the cost of rework. BRP reserves the right to reject or return defective Products and to charge Supplier any costs incurred by BRP. Supplier agrees to repair or replace non-conforming Products in due time of any intention to implement a Product or process change or any change in its production site and cannot implement such change unless supported by a PPAP recertification and approved in writing by BRP. Supplier will also inform BRP of any deviations in the Product and shall not deliver such Product before written approval from BRP. BRP may, at its discretion, inspect Supplier's operations and facilities. Supplier shall provide access to its contract records for audit purposes. Reasonable notice upon notification by BRP may require any Product Production Site monitor quality. Supplier hereby agrees to facilitate BRP's ability to conduct audits and inspections. Supplier agrees to comply with reasonable requests with respect to confidentiality which shall in no event hinder such required inspection. Supplier's quality assurance system must be in compliance with the latest ISO 9001 standard.

**SAMPLES & PROTOTYPES.** Samples or prototypes are required pursuant to the Agreement. Supplier shall not proceed with the fabrication or furnishing of the balance of the Products called for in the Agreement until BRP has expressly approved in writing required sample or prototypes.

**BILLING.** Supplier shall issue invoices and packing lists in accordance with BRP's requirements. Such documents shall include Supplier's packing list number, BRP's order number, part number, item number, English description, invoice quantity and unit of measure. Supplier's invoices shall also 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 both conforming Product and complete and accurate invoices and all supporting documentation. Invoices, omissions, irregularities on invoices shall suspend the term of payment pending their correction.

**TAXES & CUSTOMS.** Prior to delivery, Supplier shall solely assume all customs and duties associated with the sale, purchase, transport, use or possession of Products, exclusive of sales tax. If Supplier improperly exports or imports Products, Supplier shall be responsible for all damages, penalties, fines, assessments or costs BRP incurs. Supplier will inform BRP as soon as it is made aware that it is being audited by tax customs or any other governmental authority which may in any way impact or be related to BRP. Furthermore, Supplier will inform BRP as soon as it is aware of any importation/exportation related non-compliance relative to the Product. Supplier shall be eligible for any refund mechanism with respect to the Product's tariff. Supplier shall comply with BRP's product identification and documentation requirements. Supplier needs to keep such refund information with documents related to the Agreement for a period of ten (10) years and provide them to BRP upon request. Furthermore, Supplier shall provide all certificates, specific forms or additional information requested by BRP such as but not limited to, K32A # Certificate of Importation, Sale or Transfer (Canadian Supplier only), Free Trade Agreement certificates, Origin Confirmation Declaration, or any other document required for importation or exportation, such as any documents required by governmental agencies. All goods must clearly be marked in compliance with all applicable laws, including the Harmonized System.

**WARRANTY.** Supplier warrants that Products are: (a) new and unused; (b) merchantable and free from defects in materials and workmanship for the consumer warranty period applicable to the BRP product containing the Product, except for any latent defect and any warranties that survive such period under applicable law; (c) free from defects in design (unless specifically designed by BRP); (d) free and clear of all liens and encumbrances, marketable title being in Supplier; (e) in strict conformance to the specifications, drawings, and descriptions in the Agreement and approved by BRP; (f) fit and suitable for their intended purpose; (g) free from defects in material, workmanship, or construction; (h) free from defects in design, drawings, and descriptions in the Agreement and approved by BRP; and (i) free from defects in material, workmanship, or construction. Supplier warrants that the Products are warranted by the manufacturer of the Products and that the Supplier's industry and with all applicable laws, rules or regulations and (h) 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 Supplier shall have any effect on the warranties provided hereunder. However, Supplier's warranty shall not apply to Products which have been subject to accident, misuse, abuse, vandalism, neglect or improper storage not related to any failure of the Parts.

**DEFECTS.** Supplier 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 or its use in a BRP application. Supplier shall promptly provide all relevant information to BRP and cooperate fully with the investigation and any rework field retrofit or recall.

**REMEDIES.** Supplier shall bear the cost of repair, replacement or removal of defective Products caused by the investigation and any rework field retrofit or recall. Costs associated with troubleshooting, inspection, handling, removal, installation, shipping and correction or replacement of any defective Products covered by the warranty. Furthermore, Supplier is responsible for the cost of any damage to Products caused by any non-conforming Products. BRP reserves the right to repair or replace, at Supplier's expense, any defective Part, which is not promptly corrected by Supplier. Supplier shall be responsible for all costs incurred by BRP due to any Product defect, recall, retrofit or other related action based on Supplier's acts or omissions. All remedies herein are cumulative and not exclusive.

**SPARE PARTS.** Supplier shall maintain a supply of Products and the capability to effectively service Products for at least ten (10) years from the date of last shipment for production and to sell them to BRP at a price equal to the last valid Order subject to reasonable setup or necessary particular packaging costs. Thereafter, Supplier shall give BRP a twelve (12) months advance written notice of Supplier's election to stop supplying Products to allow BRP to order such quantity as it may reasonably require.

**TOOLING.** Supplier shall own, develop, design, construct, test, validate, maintain, and improve all tooling, fixtures, jigs, dies, patterns, samples, prototypes, and any other property used to manufacture Products, which is owned, provided, 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. Title to Tooling shall pass to BRP without regard to BRP's payment or performance of other obligations. Supplier and its suppliers shall not retain any lien, encumbrance or interest nor attempt to encumber BRP's interest in the Tooling. Tooling shall be used exclusively to fill BRP orders. (b) maintained in good working condition at Supplier's expense; (c) subject to BRP's inspection and approval; (d) repaired and replaced at Supplier's expense; (e) stored in a secure facility; (f) protected from theft, loss, damage, destruction, and misappropriation; (g) without BRP's prior written approval, no revenues made from scrapping will be offset against the costs of scrapping and any profit made therefrom shall be refunded to BRP; and (h) promptly returned, including any components or spare parts in the same or better condition, reasonable wear and tear excepted, at any time upon BRP's request. Supplier agrees to assist in protecting and perfecting BRP's interest in the Tooling. Supplier waives any right of set-off or counterclaim that might permit Supplier to refuse to deliver Tooling to BRP. All Tooling shall be controlled, managed and operated by BRP. Supplier shall execute and agree, upon request, to diligently execute BRP's Tooling agreement.

**TECHNOLOGY-RELATED TECHNOLOGY.** All technology, software, data, drawings, specifications, and other proprietary information or materials concerning the Product, including copies and duplicates ("Technology") provided by BRP to Supplier shall remain the property of BRP. Any Technology created (i) at the request of BRP (ii) in connection with Products sold only to BRP, (iii) under a license or assignment by BRP, or (iv) in connection with the development, design, construction, testing, validation, maintenance, improvement, or modification of Products made-for-hire and shall belong to BRP. Information provided by BRP shall be considered as confidential and shall be treated as such by Supplier and its subcontractors, agents, representatives, and BRP accepts, on a paid-up basis, all right, title and interest in and to all such Technology. Supplier shall not seek any registration, patent, copyright or titling of such Technology in its name or for its benefit. Supplier 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 the Technology. Supplier shall not supply to anyone other than BRP any Products designed in whole or in part by or for BRP and shall not contest the validity of BRP's right to any trademarks, trade names or service marks used by BRP as its own.

**FIRMWARE.** If any Product includes pre-installed or embedded software programming and/or microcode (collectively "Firmware"), then Supplier will ensure that BRP is licensed the use of the Firmware to separate charge, provided that BRP may only use and distribute Firmware together with the Part with which the Firmware was installed and provided that BRP may not extract, copy, modify, reproduce, or otherwise use the Firmware for any purpose other than the use for which the Firmware was intended. If any Product contains Firmware to be installed in conjunction with the sale or lease of an end product within which the Product is integrated), any necessary license rights to the associated Firmware installed on or used in connection with the Product are also assigned.

**INFRINGEMENT.** Except to the extent manufactured to BRP's specifications, Supplier 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 an Product or the use thereof is held to infringe any proprietary right and its use enjoined, Supplier 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, Supplier shall accept return of any unsold Product and refund to BRP all Product costs, including but not limited to the purchase price and transportation costs.

**INDEMNIFICATION.** Supplier shall indemnify, defend (with counsel satisfactory to BRP) and hold BRP, its parents, affiliates, subsidiaries, and their respective officers, directors, employees, successors, assigns, insurers, customers and agents (# Indemnified Persons#), harmless 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 a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees to defend, settle and satisfy 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 a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees to defend, settle and satisfy 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 a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees to defend, settle and satisfy 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 a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees to defend, settle and satisfy 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 a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees to defend, settle and satisfy 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 a Product, Tooling, or Supplier's performance or negligent acts or omissions, including without limitation claims for personal injury, breach of warranty, infringement, strict liability, property damage, defect, or based on warning, instructions or government action. Supplier agrees to defend, settle and satisfy all claims, demands, actions, causes of action,