



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
4290022975

FECHA DE IMPRESIÓN
2022/08/26

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 : Miguel Macias
APP : _____

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
00010	236		PC	Precio unitario : 4.50 PC Mult: 1 Descripción : ABBS201C20 Interruptor termom 1P 20A 277 Dibujo/Rev. : / Origen : MX Cant. Progr. : 236 Fecha de entrega: 2022/09/14	1,062.00
00020	63		PC	Precio unitario : 15.45 PC Mult: 1 Descripción : ABBS203C20 Interruptor termom 3P 20A 480 Dibujo/Rev. : / Origen : MX Cant. Progr. : 63 Fecha de entrega: 2022/09/14	973.35
00030	4		PC	Precio unitario : 19.29 PC Mult: 1 Descripción : ABBS203C32 Interruptor termom 3P 32A 480 Dibujo/Rev. : / Origen : MX Cant. Progr. : 4 Fecha de entrega: 2022/09/14	77.16

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.



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PÁGINA
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PROVEEDOR

INDUSTRIAL ELECTRICA JUAREZ SA DE C

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Artículo	Cant. Pedido	U/M	DETALLE DE ARTÍCULO	PRECIO
00040	15	PC	Precio unitario :5.06 PC Mult: 1 Descripción : ABBS201C32 Interruptor termom 1P 32A 277 Dibujo/Rev. : / Origen : MX Cant. Progr. : 15 Fecha de entrega: 2022/09/14	75.90
00050	15	PC	Precio unitario :10.28 PC Mult: 1 Descripción : ABBS201P-C16 Interruptor termom 1P 16A 2 Dibujo/Rev. : / Origen : MX Cant. Progr. : 15 Fecha de entrega: 2022/09/14	154.20
00060	1	PC	Precio unitario :64.87 PC Mult: 1 Descripción : ABBS203C100 Interruptor termom 3P 100A 4 Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2022/09/14	64.87
00070	12	PC	Precio unitario :81.53 PC Mult: 1 Descripción : ABB1SDA067395R1 Interruptor termom 3P 63 Dibujo/Rev. : / Origen : MX Cant. Progr. : 12 Fecha de entrega: 2022/09/14	978.36
00080	152	PC	Precio unitario :81.53 PC Mult: 1 Descripción : ABB1SDA067392R1 Interruptor termomag 3P Dibujo/Rev. : / Origen : MX Cant. Progr. : 152 Fecha de entrega: 2022/09/14	12,392.56
00090	90	PC	Precio unitario :76.46 PC Mult: 1 Descripción : ABBPLT13P-MX Herraje Panelboard 3F inter Dibujo/Rev. : / Origen : MX Cant. Progr. : 90 Fecha de entrega: 2022/09/14	6,881.40
00100	161	PC	Precio unitario :9.54 PC Mult: 1 Descripción : ABB1SDA066907R1 Zapatas p/interruptr XT1 Dibujo/Rev. : / Origen : MX Cant. Progr. : 161 Fecha de entrega: 2022/09/14	1,535.94



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PROVEEDOR

INDUSTRIAL ELECTRICA JUAREZ SA DE C

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Artículo	Cant. Pedido	U/M	DETALLE DE ARTÍCULO	PRECIO
00110	3	PC	Precio unitario :104.24 PC Mult: 1 Descripción : ABB1SDA067399R1 Interruptor termom 3P 16 Dibujo/Rev. : / Origen : MX Cant. Progr. : 3 Fecha de entrega: 2022/09/14	312.72
00120	4	PC	Precio unitario :70.63 PC Mult: 1 Descripción : ABB1SDA067393R1 Interruptor termom 3P 40 Dibujo/Rev. : / Origen : MX Cant. Progr. : 4 Fecha de entrega: 2022/09/14	282.52
00130	1	PC	Precio unitario :116.67 PC Mult: 1 Descripción : ABB1SDA067396R1 Interruptor termom 3P 80 Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2022/09/14	116.67
00140	5	PC	Precio unitario :116.67 PC Mult: 1 Descripción : ABB1SDA067398R1 Interruptor termom 3P 12 Dibujo/Rev. : / Origen : MX Cant. Progr. : 5 Fecha de entrega: 2022/09/14	583.35
00150	1	PC	Precio unitario :24.32 PC Mult: 1 Descripción : ABBS203C63 Interruptor termom 3P 63A 480 Dibujo/Rev. : / Origen : MX Cant. Progr. : 1 Fecha de entrega: 2022/09/14	24.32
00160	2	PC	Precio unitario :24.11 PC Mult: 1 Descripción : ABBS203C50 Interruptor termom 3P 50A 480 Dibujo/Rev. : / Origen : MX Cant. Progr. : 2 Fecha de entrega: 2022/09/14	48.22
* Quote #1084407 *				
Valor neto total sin impuestos USD				25,563.54

BRP STANDARD TERMS AND CONDITIONS

1. ORDER & AGREEMENT. These terms and conditions are made part of the attached purchase order, scheduling agreement, 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 scheduling agreement. Supplier shall accept the Order and the terms and conditions of the Order. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

2. 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 discounts shall be included in the price. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

3. PACKING & 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 which shall conform to BRP's Logistics Handbook. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

4. DELIVERY. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

5. QUALITY. Supplier 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 Partner 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 or returned at Supplier's risk and expense. Supplier specifically agrees to pay BRP all costs related to rejection of Products. Supplier shall not repair or replace non-conforming Products. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

6. SAMPLES & PROTOTYPES. If 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 such sample or prototypes.

7. TAXES & CUSTOMS. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

8. WARRANTY. Supplier warrants that the Products are new and 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, any approved samples (i) and sufficient for their intended purpose to the extent Supplier knows or has means to know of such purpose; (g) in compliance with the standards in Supplier's industry and widely applicable rules or regulations; and (h) in the case of a defective Product, Supplier shall provide a professional and workmanlike repair of such Product, or, if 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 contained in this Agreement. 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 the Product.

9. 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 product. Supplier shall promptly provide all relevant information to BRP and cooperate fully with the investigation and any rework, field retrofit or recall.

10. REMEDIES. Supplier shall reimburse BRP for all expenses it and its dealers incurred for repair, rework, or replacement of the Products as well as all costs associated with troubleshooting, field retrofit or recall. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

11. TOOLING. Any and all hardware, software, robotics, machinery, dies, molds, cavities, jigs, fixtures, gauges, tools, tooling material, patterns, samples, prototypes, and any other property used in the production of the Products shall be the property of BRP. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

12. PROPRIETARY INFORMATION. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

13. TRADEMARKS. Supplier 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.

14. 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 at no separate charge, provided that BRP may only use and distribute Firmware together with the Part with which the Firmware was licensed and provided. BRP may not extract or copy Firmware embedded in a Product for any reason. If BRP transfers title to, leases, or loans any Product containing Firmware to any third party (including in connection 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.

15. 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 any Product or the use thereof is held to infringe any proprietary right and its use enjoined, Supplier shall indemnify, defend, hold harmless, and pay the costs of litigation and any reasonable attorneys' fees incurred by the Indemnified Party. If the Indemnified Party is held liable for infringement, Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

16. INSURANCE. Supplier shall maintain the insurance required herein, BRP may purchase such insurance on Supplier's behalf and offset or otherwise obtain reimbursement from Supplier for the cost of such insurance.

17. COMPLIANCE WITH LAWS & SUPPLIER CODE OF CONDUCT. Supplier and its subcontractors, at its expense, shall comply with all laws, regulations and requirements applicable to the Product, the supply of Products to BRP or Supplier's performance hereunder, including without limitation, (i) export and re-export control laws and regulations and (ii) privacy and data protection laws, rules and regulations. Supplier and its subcontractors shall comply with all wage, workers compensation, equal opportunity and reporting obligations and with all rules and regulations related to customs requirements. Supplier shall provide fully-completed Products related certificates such as but not limited to REACH, asbestos-free declarations, required information related to the origin of any conflict mineral such as gold, tin, tantalum and tungsten (#31C#) contained in the Product and other applicable certificates and comply with all related requirements. Supplier and its subcontractors shall abide and act in compliance with the latest version of the BRP Supplier Code of Conduct available on BRP's #Business Partners# section located on BRP's website <http://www.brp.com> and align with BRP's Conflict Mineral Policy available on BRP's Ethics & Compliance section located on BRP's website <http://www.brp.com>.

18. CONFIDENTIALITY. Supplier may have access to certain proprietary or confidential information of BRP or its customers. Supplier agrees to hold such information in confidence and to use said information only for its performance under the Agreement 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 and shall remain in full force and effect. Supplier shall not make any public acknowledgement or disclosure concerning the Agreement or the Products to which it relates.

19. TERMINATION. BRP may terminate any Order at any time for cause and without cost or penalty in the event: (a) any Products are defective; (b) Supplier fails to comply with any terms of the Agreement; (c) Supplier becomes insolvent or is subject to a bankruptcy proceeding or makes an assignment for the benefit of creditors; or (d) Supplier ceases or suspends its normal business operations. BRP may terminate any Order at any time without cause and at the time of termination, Supplier has Products in inventory. BRP's sole liability shall be to pay for the Products pursuant to the Agreement. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

20. FORCE MAJEURE. Neither party will be held responsible for a breach, delay or failure of performance of any obligation hereunder that results from a Force Majeure. The term "**Force Majeure**" includes 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). Any Special Circumstance beyond Supplier's control shall also be discussed and considered in Supplier's performance. **Special Circumstance** is an event emanating from Supplier's third parties impacting its logistic or operational performance and circumstances beyond Supplier's control. Supplier shall be responsible for all charges, including but not limited to, freight, insurance, handling, and other charges, in connection with the delivery of the Products. The price for Products shall be the price for the Products as shown on the invoice, including all applicable taxes, 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 of any impact on delivery, lead time or of a substantial price difference resulting from such changes. Supplier shall not place any order with BRP or any of its subsidiaries, affiliates or related entities for the shipment of Products to BRP or (3) accept the Order in any other manner, including without being limited, launching production of the Ordered Products. 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 Supplier shall be deemed to have accepted the Order and the terms and conditions of the Order by its failure to object to the Order within the time specified in the Order or 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, acknowledgement or other communication from Supplier are hereby objected to and rejected and are not binding on BRP.

21. WAIVER AND AMENDMENT. Failure to require strict performance of any provision of the Agreement shall not constitute a waiver or default by a party or diminish that party's right to subsequent demand strict compliance therewith. No modification of the Agreement shall be enforceable unless in writing and signed by an authorized representative of BRP.

22. HEADINGS; GOVERNING LAW. The headings herein are for convenience only and shall not affect interpretation. The Agreement shall be governed by and construed in accordance with (i) the laws of the State of Wisconsin, if the Agreement is made with BRP US Inc, or with (ii) the laws of the Province of Quebec if the Agreement involves any BRP entity other than BRP US Inc, (without regard to conflict of law provisions thereof). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. BRP reserves the right to impose additional terms on Products purchased or used beyond the boundaries of the United States of America.