



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  
4520249988

FECHA DE IMPRESIÓN  
2024/10/28

PÁGINA  
1

PROVEEDOR

INDUSTRIAL ELECTRICA JUAREZ SA DE C

DIRECCIÓN DEL PROVEEDOR

Enrique Bustamante  
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)  
BRP Mexico, S.A. de C.V.  
Ave. De las Industrias #2250  
CD. JUAREZ, CHIHUAHUA CHI 32470  
MEXICO

CONTACTO DE BRP

COMPRAS

Nombre : Adrian Ornelas  
# Teléfono : 00 1 3243  
# Fax : 656 146 6092  
Comprador :  
APP :

PLANIFICACIÓN

Nombre : Teresita Minjarez  
# Fax : 00 1 656 146 6092  
Planificador :  
SOLISSU2

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 20 PC Precio unitario :6.03 PC Mult: 1 120.60  
# de Material: : T70179700  
Descripción : TUBO ST 3/4 PARED DELGADA  
Desc-sec : UNKNOWN| T70179700  
Dibujo/Rev. : /  
Origen : MX  
Cód. HS MX : 8547900010 Uso en los envíos a México  
Cant. Progr. : 20 Fecha de entrega: 2024/11/04

Valor neto total sin impuestos USD

120.60

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.

## BRP STANDARD TERMS AND CONDITIONS

**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 and Supplier shall agree to accept such releases. The term "release" refers to the release of information, whether written or oral, which relates to the production, shipment of Products to BRP or (3) accepts 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, Supplier's obligation to fulfill the Order shall survive the termination or expiration of the Agreement. Supplier shall be responsible for all modifications or changes to drawings or specifications related to existing products BRP shall have no 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.

**8. PACKAGING AND 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 provided to Supplier or the latest version available at the time of shipment on BRP's Business Partner 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.

**9. DELIVERY.** Timely OF DELIVERY. Supplier shall be responsible for any related damages, including but not limited to any costs of non-delivery, delay, cover, title, stoppage or line stoppage. All Products shall be delivered 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, reschedule, reassign, reject, or return the Products.

**5. 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 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 rejected by BRP at any time. BRP reserves the right to make repairs on defective Products and to charge Supplier any costs incurred by BRP. Supplier agrees to provide BRP with advance written notice 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, require that the operation of the product be inspected on BRP's premises. Supplier shall be responsible for ensuring that all personnel involved in the production of the Product production site to monitor quality, which Supplier hereby agrees to facilitate. BRP agrees to abide by any reasonable safety or confidentiality requirements with respect to such site which shall in no way exceed such required inspection. Supplier's quality assurance system must be in compliance with the latest ISO 9001 standard.

**6. SAMPLES AND 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 Order until BRP approves samples or prototypes.

**7. BILLING.** Supplier shall issue invoices, bills of lading 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, including but not limited to certificate of origin, export license, and government certifications.

**8. TAXES/CUSTOMS.** Prior to delivery, Supplier shall be solely liable for any taxes, duties, customs or assessments in connection 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 have any impact or effect related to BRP. Furthermore, Supplier shall cooperate with BRP and provide all necessary documentation and information needed to obtain such refund. Supplier undertakes to keep all 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 Certificate of Importation, Sale or Transfer (Canadian Supplier only), Free Trade Agreement certificates, Origin Confirmation Declaration or any other document required in relation to export or import of any goods and services by governmental agencies. All goods must clearly be marked in compliance with all applicable laws, including namely full English name of the country of origin ("MADE IN" or "ASSEMBLED IN").

**9. 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 for repair or replacement); and (d) fit and sufficient for their intended purpose to the extent Supplier knows or has means to know of such purpose. (d) in compliance with the standards in Supplier's industry and with all applicable laws, rules or regulations; and (f) 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's customers and any subsequent owners or users of the Products. No disclaimer of warranty, limitation of remedy or limitation of amount of recovery shall be effective against Supplier or its affiliates or agents who have failed to meet the above stated 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 any failure of the Parts.

**10. DEFECTS.** Supplier shall promptly 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 remedial field effort or recall.

**11. REMEDIES.** Supplier shall reimburse BRP for all expenses it and its dealers incur for repair, rework, or replacement of the Products as well as all 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. Remedies hereunder shall be in addition to, and not in lieu of, any remedies available by law and equitable defect, recall, retrofit or other related action based on Supplier's acts or omissions. All remedies herein are cumulative and in addition to all rights and remedies provided by law or equity.

**12. SPARE PRODUCTS.** 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 exclusive right of first refusal of any spare parts or components produced to stockpile or inventory created to service any product requiring such spare parts or components.

**13. 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 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 retain any lien, encumbrance or interest, now or later arising, in or to Tooling. In the event of liquidation or insolvency of Supplier or its suppliers, Tooling shall be sold free and clear of all liens, encumbrances or interests. (c) not scrapped or destroyed without BRP's prior written approval # any revenues made from scrapping will be offset against the costs of scrapping and any profit made thereof shall be refunded to BRP; and (f) promptly returned (including any components or spare parts) on the same or better condition, reasonable wear and tear excepted, at any time upon BRP's request. Supplier agrees to assist in protecting Tooling by marking each component with a unique identification mark and to protect Tooling from unauthorized use, disclosure, copying, reproduction, distribution, modification or other use. Consistently marked #Property of BRP# by Supplier, insured by Supplier and held at Supplier's risk while in Supplier's or its agent's control or possession. Supplier shall provide BRP with an updated tooling list on a yearly basis and agrees, upon request, to diligently execute BRP's tooling agreement.

**14. PRODUCT-RELATED TECHNOLOGY.** Supplier shall provide, at BRP's request, all technical information or materials concerning the Product, including copies and drawings of: (a) Technology created by BRP or its suppliers in connection with the development of the Product or creation of the Product; (b) Technology created by BRP or its suppliers in connection with the development of the Product or creation of the Product; (c) Technology created by BRP or its suppliers in connection with the development of the Product or creation of the Product; and (d) Technology created by BRP or its suppliers in connection with the development of the Product or creation of the Product. Technology created by BRP or its suppliers in connection with the development of the Product or creation of the Product 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. To the extent such technology may not be deemed "work made-for-hire," Supplier 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 Technology. Supplier shall not seek any registration, patent, copyright or titling of such Technology in its name or its affiliates. Supplier shall not provide any such Technology to anyone other than BRP any Products designed in whole or in part by or exclusively for BRP.

**15. 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 as its own.

**16. FIRMWARE.** If BRP uses 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, 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 transferred to the third party.

**17. 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, 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 infringement of a 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.

**18. 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 harmless from and against all claims, demands, actions, causes of action, liability, losses, damages, costs, attorney's fees and expenses, including reasonable attorneys' fees, incurred by BRP or its affiliates, subsidiaries, or agents in connection with the Product or the use thereof, whether or not 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 that its obligations herein shall survive the termination or expiration of the Agreement. The indemnification contained in this Section shall not pertain to design defects, to the extent the Product was manufactured by Supplier to BRP's design.

**19. INSURANCE.** Supplier shall obtain and maintain commercial general liability insurance, including but not limited to products liability coverage, which (i) names the Indemnified Persons (as defined above) as additional insured; (ii) is issued by insurers rated A- or better by A.M. Best; (iii) provides coverage for (a) bodily injury and property damage liability with each occurrence limits of an amount not less than three million US dollars (US\$ 3,000,000), (b) for US Based Supplier, #Workers compensation# in the minimal amount required by law, (c) for Supplier supplying Products for BRP's manufacturing lines, #All Risk Property#, in the minimal amount sufficient to cover property damages and business interruption losses for a minimum of \$1,000,000 per occurrence, and (d) for Supplier supplying Products for BRP's manufacturing lines, #All Risk Property#, in the minimal amount sufficient to cover property damages and business interruption losses for a minimum of \$1,000,000 per occurrence. Insurance shall be maintained during the term hereof and for five (5) years thereafter. Upon request and at least annually during the term of the Agreement, Supplier shall provide BRP with certificates of insurance evidencing such coverage. Supplier shall require its insurers to provide notice in writing to BRP at least sixty (60) days before any reduction in coverage, cancellation or non-renewal. If Supplier fails to 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.

**20. 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 relating to labor practices and employment matters. Supplier and its subcontractors shall also comply with all applicable laws, regulations and requirements relating to the origin of any conflict mineral such as gold, tin, tantalum, and tungsten ("3TG") 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/en-us/about-brp/index.html.

**21. 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