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**BOXMARK LEATHER MEXICO, S.A. DE C.V.**

These purchase terms and conditions apply to all the purchases of goods and/or services that BOXMARK LEATHER MEXICO, S.A. DE C.V. (hereinafter "BOXMARK MEXICO") makes and/or performs from any Mexican or foreign (non Mexican) supplier of goods and/or services (the "Supplier") as well as to the sales of goods and/or rendering of services that any Mexican or foreign (non Mexican) Supplier makes and/or performs to BOXMARK MEXICO, unless otherwise expressly agreed by BOXMARK MEXICO in writing.

1. The Supplier's signature or acceptance by any means, including among others through a representative, attorney-in-fact, factor or dependent, to any BOXMARK MEXICO purchase order and/or any other document related with the purchase of goods and/or services by BOXMARK MEXICO shall be understood as a simple full and unconditional acceptance of these terms and conditions. Likewise, Supplier accepts and agrees that these terms and conditions shall apply to any and all purchase of goods and/or services between BOXMARK MEXICO and a Supplier. Additionally, due to the simple fact that a Supplier accepts any purchase order from BOXMARK MEXICO, performs any act which purpose is the fulfillment of a purchase by BOXMARK MEXICO and/or delivers goods and/or renders services to BOXMARK MEXICO, Supplier shall have for all legal effects that apply, unconditionally and expressly accepted and consented these terms and conditions.
2. Any modification or amendment to these terms and conditions shall be made in writing. The parties agree that, these terms and conditions shall prevail over any other prior agreement and/or understanding, written or oral, executed between them with respect to any purchase of goods and/or services by BOXMARK MEXICO. In case of discrepancy between these purchase terms and conditions and the provisions of BOXMARK MEXICO's purchase order, the provisions of BOXMARK MEXICO's purchase order shall prevail only to the extent of such discrepancy.
3. Once Supplier has accepted any purchase order and/or any other document related with the purchase of goods and/or services by BOXMARK MEXICO:
  - (a) BOXMARK MEXICO shall have the right to, at any moment partially or totally cancel it by giving a simple written notice to Supplier, and
  - (b) Supplier shall not be entitled to cancel it, totally or partially, without the prior written consent of BOXMARK MEXICO.
4. After Supplier has accepted any purchase order and/or any other document related with the purchase of goods and/or services by BOXMARK MEXICO, it shall be understood and presumed for all legal purposes, that Supplier does not need nor require additional information and/or documents from BOXMARK MEXICO. All communications, notifications and claims of Supplier to BOXMARK MEXICO shall be in writing. Additionally, the Parties agree that the electronic data interchange shall be also a valid mean of communication among them.
5. In the event that Supplier does not timely deliver, partially or totally, any good and/or service to BOXMARK MEXICO derived from a BOXMARK MEXICO's purchase of goods and/or services, BOXMARK MEXICO might, enunciatively but not in a limited manner and without responsibility, reject any reception of the goods and services and not pay them in addition to any other right and/or action that BOXMARK MEXICO may have in accordance with these terms and conditions and the applicable legislation. The parties agree that any delivery date of any good and/or services is of extreme importance to BOXMARK MEXICO. Without limiting the responsibility of Supplier, it shall inform in writing to BOXMARK MEXICO within two calendar days with respect to any fact and/or circumstance which it is aware of that may delay the delivery of the good and/or service. The Supplier accepts that any delivery date required by BOXMARK MEXICO with respect to the purchase of goods and/or services shall be binding for Supplier. In case of delay in the delivery of the goods and/or rendering of the services by Supplier, only as a delay penalty in the fulfillment of such obligation and not as an indemnification penalty, Supplier shall pay BOXMARK MEXICO a daily conventional penalty for the delay in the fulfillment of such obligation equivalent to 0.25 (cero point twenty five percent) of the value of the goods and/or services in question.
6. All prices of Mexican Suppliers include and shall already include the respective value added tax (hereinafter the "VAT"). Likewise, all prices include and shall include proper wrapping and packaging and all compensations that Supplier shall be entitled to. Supplier expressly accepts that, if applicable, BOXMARK MEXICO will make all tax withholdings in accordance to Mexican law. Except that the parties agree otherwise in writing, BOXMARK MEXICO shall have ninety calendar days starting from the effective reception of the good and/or service to pay the same to supplier, including if applicable its VAT to seller and/or services provider. Supplier undertakes to issue the corresponding invoice in accordance with applicable tax legislation.
7. Supplier expressly waives its right to compensate (set-off) any amount that BOXMARK MEXICO may owe due to any concept.
8. Unless a BOXMARK MEXICO's purchase order foresees otherwise, the parties agree that Supplier shall deliver any good already unloaded and/or render any service at BOXMARK MEXICO's domicile located at: Av. Del Agave No. 6 Col. Santa Clara, Santiago Miahuatlán, C.P. 72820, Puebla, Mexico within three calendar days following the date in which BOXMARK MEXICO requests so. Supplier shall be responsible and shall be in its account, enunciatively but not in a limited manner, the loading, unloading and transportation of any good and merchandise, as well as for any other expense required and generated for the delivery and transportation of any good and/or for the rendering of any service. In case of sales by a foreign (non Mexican) Supplier, such Supplier shall deliver all goods to BOXMARK MEXICO to the above mentioned address DDP (*Delivered Duty Paid*) Incoterms 2010.

9. Without prejudice of numbers 11 and 12 below, the risk of any good or merchandise sold to BOXMARK MEXICO, including, enunciatively but not limited, derived from the loss and/or deterioration even in the event of *force majeure* or an Act of God, shall pass to BOXMARK MEXICO until the moment BOXMARK MEXICO physically and effectively receives it.
10. Except if the parties agree otherwise in writing, the price of any good includes, if applicable, its full installation, the above without additional charge to BOXMARK MEXICO.
11. The parties agree that BOXMARK MEXICO has twelve months starting from the reception of the good and/or service to claim Supplier any shortage of goods and/or services sold and/or rendered to BOXMARK MEXICO. Additionally, BOXMARK MEXICO shall have six years starting from the reception of the good by BOXMARK MEXICO and/or of the rendering of the service in question to claim from Supplier any lack of quality, inherent and/or interior vices and/or defects of the goods and/or services that BOXMARK MEXICO acquires or purchases. The goods and/or services sold or rendered to BOXMARK MEXICO shall comply with all applicable laws and norms, with the highest engineering practices and standards, as well as with the specifications agreed by the parties or in their absence with the higher quality standards and suitable for their purpose (hereinafter the "Specifications"). In case the goods and/or services do not comply with the laws, norms and/or Specifications, or in case of breach by Supplier to any of its obligations, the Supplier shall be responsible of all damages and liabilities derived and caused there from.  
That is, the parties agree and consent to extent the terms to claim foreseen in article three hundred and eighty three of the Commercial Code as foreseen in the above preceding paragraph.  
Not in a limited manner, Supplier shall be obligated at its own cost and charge to make all repairs and/or replacements of the goods and/or services that have not complied or that do not comply with the Specifications, the above in a term of five calendar days after the date in which it receives the respective claim from BOXMARK MEXICO, the above without prejudice that BOXMARK MEXICO can claim damages and liabilities due to such reason.  
It is understood that any claim of BOXMARK MEXICO may imply, but shall not necessarily imply, the return of the goods to Supplier.  
Additionally, Supplier shall maintain for a ten year term starting from the date of reception by BOXMARK MEXICO of the good and/or service in question, a civil responsibility or product liability insurance for an adequate amount to cover its responsibilities arising there from.
12. The parties agree that all goods and/or services that Supplier sells and/or renders to BOXMARK MEXICO are and shall be warranted against all defects (including but not being restrictive in material, processes and/or workmanship), not conformity with the Specifications, vices and/or mis-functioning for a minimum term of six years starting from the reception of the good and/or service in question by BOXMARK MEXICO.
13. The parties expressly agree to limit BOXMARK MEXICO's responsibility for losses, damages and liabilities (perjuicios) resulting and/or derived and/or consequence of one or more BOXMARK MEXICO's non fulfillment or breach to its obligations derived from any purchase of goods and/or of services, to the maximum accumulated amount of four hundred times the general minimum wage in force in Mexico City.
14. The parties agree that BOXMARK MEXICO may assign partially or totally any right and/or obligation derived from any purchase of goods and/or services to any third party by giving a simple notice in writing to Supplier with at least five calendar days in advance to the effective assignment date. Supplier may not assign, neither partially or totally, any right or obligation derived from any sale of goods and/or services to BOXMARK MEXICO, without the previous written authorization from the latter.
15. The parties agree that if BOXMARK MEXICO breaches any of its obligations derived from any purchase of goods and/or services, in each occasion, Supplier agrees to give written notice to BOXMARK MEXICO in order for the latter to cure or remedy such breach within a term of thirty calendar days from the reception of the respective notice. If during this term BOXMARK MEXICO does not cure or remedy such breach, Supplier shall have the right to rescind the sale of the goods and/or the rendering of the services in question but without prejudice of the limitation of liability foreseen in number 13 above.
16. The parties agree that if Supplier breaches any of its obligations, BOXMARK MEXICO shall have the right to rescind the respective purchase and/or rendering of services by giving a simple written notice to Supplier with at least five calendar days in advance as of the effective termination date, the above without responsibility and without the need of judicial resolution.
17. Supplier shall not use the industrial and/or intellectual property of BOXMARK MEXICO, unless if applicable for purposes of selling and/or rendering services to BOXMARK MEXICO. Supplier shall not infringe in any manner the industrial or intellectual property rights of third parties.
18. Unless the parties agree otherwise in writing, any purchase order issued by BOXMARK MEXICO, shall only foresee what it is expressly there in stated. Any additional cost and/or expense not expressly foreseen in an agreement executed by BOXMARK MEXICO and/or purchase order of BOXMARK MEXICO related to the purchase of goods and/or services by BOXMARK MEXICO shall be at Supplier's exclusive charge.

19. Supplier shall consider all information and documents received from BOXMARK MEXICO, regardless the media in which the same is received, as confidential information and commercial secret property of BOXMARK MEXICO, and shall take all necessary acts to avoid its disclosure to third parties. This confidentiality obligation shall continue in force even after termination or rescission of any purchase of goods and/or rendering services by BOXMARK MEXICO.
20. During all time, Supplier shall comply with all applicable laws and regulations, including not in an exhaustive manner any anticorruption laws.
21. The commercial laws of the United Mexican States shall apply in a supplement manner. In case of any international purchase and sale, including in case of a foreign (non Mexican) Supplier, the parties agree to exclude the application of the United Nations Convention on Contracts for the International Sales of Goods.
22. For the interpretation and in case of a dispute and/or controversy derived from any purchase of goods and/or rendering services made by BOXMARK MEXICO to any Mexican as well as non Mexican Supplier, the parties expressly submit themselves to the jurisdiction and competent Courts of Tehuacán, Puebla, United Mexican States, expressly waiving their rights to any other jurisdiction and competence that may correspond them due to their present or future domiciles or due to any other cause.
23. These terms and conditions exclude and prevail, if applicable, over any terms and conditions of Supplier in any other document, including enunciatively but not limited in any sales order, any invoice and/or any similar document.
24. If this instrument appears in two languages, Spanish and English, in case of inconsistencies between the two versions, the Spanish language version will prevail.