

ORDER N° 00021 / OB / 185780 / 0

DATE 11/05/2021

PAGE 1 / 4

**Delivery place / Activity** Valle de Mexico Fuel Storage  
Mexico

**Messers** MATERIALES INDUSTRIALES DE MEXICO ( 603588 )  
S.A. DE C.V.  
HERREROS 2  
COL FRACC IND XHALA C.P.54830  
CULIACAN  
Mexico

Phone :

**REASON** MATERIAL OBRA CIVIL

**YOUR REF.** ESTEBAN GOMEZ  
**BUYER** GALDINO SANTIAGO

**REMARK** PINTURA PRO 1000 PLUS BLANCO

<b>PAYMENT TERM</b>	<b>PAYMENT INSTR.</b>	<b>V.A.T.</b>	<b>CURRENCY</b>
A 30 GG	Local Bank Transfer	9999	MXN

MX-0206 TERMINAL DE PETROLIFEROS VALLE DE MEXICO

Suministro de PINTURA PARA TRABAJOS EN EDIFICIOS RDA 2142

Bonatti S.p.A., en adelante denominada como COMPRADOR, ASIGNA a MATERIALES INDUSTRIALES DE MEXICO SA DE CV, en adelante denominado como PROVEEDOR, para ejecutar la venta de la Mercancía y/o Producto, en adelante la Mercancía, detallada en la seccion II de la presente ORDEN DE COMPRA según los términos y condiciones que se señalan a continuación.

TIEMPO DE ENTREGA: 5 DIAS  
CONDICION DE PAGO: CREDITO 15 DIAS  
LUGAR DE ENTREGA: LAB TERMINAL DE PETROLIFEROS DEL VALLE DE MEXICO  
CARRETERA OTUMBA-TIZAYUCA KM 4+570 MUNICIPIO DE TEMASCALAPA EDO DE MEXICO C.P. 55980  
AT ´ N. OSCAR VASQUEZ

CONTACTO PROVEEDOR: ESTEBAN GOMEZ BAÑOS  
EMAIL: esteban.gomez@grupo-mim.com  
CEL: 55 3012 7081  
\*\*\*\*\*

I. CONDICIONES DE COMPRA:

1. El material debera ser entregado en la Obra segun indicaciones del COMPRADOR.

Cuando la mercancía está lista para la entrega, por favor póngase en contacto con el COMPRADOR (GALDINO SANTIAGO Cel. 7331062989 / FRANCISCO LEON Cel. 5580417917) y enviar la LISTA DE EMPAQUE al siguiente e-mail: galdino.santiago@bonatti.it / francisco.leon@bonatti.it

La Mercancía únicamente se considerará efectivamente entregada, hasta el momento en que una persona autorizada por el COMPRADOR, acredite y firme que ha recibido a entera conformidad dicha Mercancía bajo los términos de la presente ORDEN DE COMPRA.

Las fechas de entrega indicadas en la sección II de esta orden de compra se deben considerar esenciales, taxativas y vinculantes.

No se admitirá demora alguna en la entrega de la Mercancía sin previa autorización escrita del COMPRADOR.

2. El PROVEEDOR garantiza que los materiales objeto de la presenta ORDEN DE COMPRA son originales y están embalados y sellados.

El COMPRADOR tendrá la facultad de rechazar la Mercancía en caso de incumplimiento de estos requisitos.

3. El costo del embalaje y de flete está incluido en esta orden de compra y es por todas las entregas parciales hasta cumplir con la entrega del total de la Mercancía.

4. Se requiere documentos originales de lo siguiente:

- a) Ficha técnica y Catalogo con descripción de los elementos.
- b) Certificados de calidad. Se deberán entregar en el momento de la entrega del material, de lo contrario no será aceptado.
- c) Copia de Hoja de datos de seguridad (HDS) del producto químico.

5. El costo de todas las certificaciones/fichas de seguridad de producto/fichas técnicas/cualquier otra documentación requerida, etc., salvo que se especifique lo contrario, está incluido en los precios de la Mercancía o Producto indicados en la sección II.

6. Penalizaciones:

Se establece una pena equivalente al 1% del valor de esta ORDEN DE COMPRA por cada día de atraso o suspensión del suministro de la Mercancía en las fechas y plazos indicados en este instrumento, sin causa justificable aceptada por BONATTI. La cantidad máxima de la penalización puede llegar a 10% del valor de esta ORDEN DE COMPRA.

La aplicación de la pena indicada en esta cláusula no excluye el derecho de BONATTI de exigir de EL PROVEEDOR el cumplimiento forzoso del suministro de la Mercancía.

En caso de persistir el incumplimiento por EL PROVEEDOR, BONATTI podrá comprar la Mercancía con cualquier otro proveedor y exigir de EL PROVEEDOR el pago de la diferencia cuando los precios del nuevo proveedor sean superiores a los de esta ORDEN DE COMPRA.

7. Condiciones de pago:

El pago del 100% del Valor de La Orden de Compra mas el importe de I.V.A., se hará a los 15 días siguientes a la recepción y aceptación de el material por parte del Comprador, tras la recepción de la factura debidamente soportada para pago, por medio de transferencia bancaria.

8. La(s) factura(s) deberá(n) ser enviada(s) a:  
Jacobco.Hernandez@bonatti.it / Gianluca.Fruci@bonattit.it

La factura deberá llevar el número de la presente ORDEN DE COMPRA y además:

- a) Cumplir con los requisitos fiscales.
- b) Especificar en forma separada el detalle de los Productos o Mercancías y en su caso los gastos incurridos.
- c) Estar dirigidas a:  
Bonatti S.p.A.  
Sierra Candela 111 - 516  
Lomas de Chapultepec  
Del. Miguel Hidalgo C.P. 11000,  
DF - México  
RFC BSP740701EL2

FIRMA PROVEEDOR:

\_\_\_\_\_

FIRMA COMPRADOR:

\_\_\_\_\_

II. LISTA DE ARTÍCULOS DE LA ORDEN DE COMPRA, CANTIDAD, PRECIOS Y FECHAS DE ENTREGA:



ORDER N° 00021 / OB / 185780 / 0

DATE 11/05/2021

PAGE 3 / 4

POS.	CODE	DESCRIPTION	UM	QUANTITY	UNIT PRICE	% DISC	LINE TOTAL	DELIVERY DATE	INQUIRY No.	B.U.
001	3N550000	Mater. di consumo pronto imp.	NR	9.161,750	1,00	0,00	9.161,75	11/05/2021		MX0206

RDA □ DESCRIPCION □ UNIDAD □ CANTIDAD □ P.U. □ IMPORTE MXN  
 2142 □ PINTURA VINILICA MCA. COMEX PROMIL COLOR BLANCO PRESENTACION 22.8 LT □ CUB □ 5.00 □ \$1,832.35 □ \$9,161.75

IMPORTE TOTAL: □ \$9,161.75 + IVA

GENERAL CONDITIONS

A1) ADMINISTRATIVE RESPONSIBILITY

The SUPPLIER states to be aware of the current legislation concerning on the administrative responsibility of corporate bodies and, in particular, of the provisions of Legislative Decree of 8th June 2001 No. 231.

The PURCHASER states to have adopted, by a decision of its Board of Directors dated 29th October 2004, the Organizational and Management Model relating to the Code of Ethics pursuant to Legislative Decree No. 231/2001, and has also effectively implemented suitable Company procedures codes of conduct for its employees and/or collaborators aimed at preventing the commission of, and the attempt to commit, crimes to which are applied the sanctions pursuant to Legislative Decree 8th June 2001, No. 231 and obliges them to implement them effectively for the entire duration of this Order.

The Organizational and Management Model and the relative Ethics Code pursuant to Legislative Decree No. 231/2001, published on the Bonatti S.p.A. web site at WWW.bonatti.it <<http://WWW.bonatti.it>>, noted by the SUPPLIER who states to have understood the contents and undertakes to conduct its business and act in respect of the rules, duties and procedures expressed therein.

In particular, SUPPLIER declare to be aware of his obligation in terms of Health and Safety in the work places, in terms of Environmental protection and Social Responsibility and to comply with them without any exception.

SUPPLIER declare to be also aware of legislation in term of Child and Women work protection, and in terms of Union Right, Association and Representation.

SUPPLIER declares to know and respect what is prescribed by the current Laws in terms of the contribution rules, tax, pension and insurance for their employees and collaborators and to be able to provide at any time the attesting documentation. He also declares to know and respect the traceability of financial obligations and declare that no legal action is in place against the Company or its senior management for crimes similar to those provided for by the applicable laws on anticorruption and administrative responsibility of corporate bodies (Italian Decree 231, UK Bribery Act, FCPA).

SUPPLIER declares to not have legal or administrative offices, neither commercial cooperation with Country that are declared not collaborative by FATF (Financial Action Task Force) as indicated in [www.fatf-gafi.org](http://www.fatf-gafi.org)

SUPPLIER accept that BUYER can organize inspection visit, or require related material, in order to verify the observance of those prescription.

The SUPPLIER accepts that the non-observance, also partial, of the rules, duties and procedures contained therein shall constitute non-fulfillment of this Order.

Consequently, the PURCHASER shall have the right to suspend performance of the Order, this to be notified by registered letter with proof of receipt; this letter shall give a summary of the information, also printed, concerning the existence of actual circumstances or the start of judiciary proceedings before a judicial body, from which the non-observance of the applicable laws on anticorruption and administrative responsibility (Legislative Decree No. 231/2001, UK Bribery Act, FCPA) by the SUPPLIER can reasonably be deduced.

This suspension shall take place while awaiting any counter argument by the SUPPLIER which must be received within and later than 5 days from receipt of the abovementioned registered letter.

In this event, the PURCHASER's right to withdraw unilaterally from the Order shall not be prejudiced, and the Purchaser may, at its discretion, terminate the Order by registered letter with proof of receipt giving evidence of the de facto conditions as mentioned in the previous article.

The exercise of this power by the PURCHASER shall also carry the right for the PURCHASER to charge the SUPPLIER all expenses and costs deriving or consequent to the suspension/withdrawal/termination of the Order.

Moreover, the SUPPLIER shall be responsible for any prejudicial event or damages arising consequent to the above-mentioned non-observance and the SUPPLIER shall exonerate the PURCHASER from any action by third parties deriving or consequent to said non-observance.

A2) INTELLECTUAL PROPERTY

SUPPLIER shall exempt PURCHASER and/or FINAL CLIENT from any responsibility and keep them unhurt by any damage, charge or claim that may derive from the use of patents, licenses, drawings, models, trademarks or others, concerning the supplies, materials, installations, procedures and means used when performing the SUPPLY.

SUPPLIER grants to PURCHASER and FINAL CLIENT a non-exclusive royalty-free, transferable, irrevocable license under patents now or hereafter owned by SUPPLIER to use and sell the specific items purchased herein.

PURCHASER shall notify to SUPPLIER in writing any action started by third parties towards him/her and/or the FINAL CLIENT to breach of the rights. SUPPLIER shall undertake the defense in the action at his own expense and, if he/she loses his/her case, he/she shall exempt PURCHASER and/or FINAL CLIENT from any detrimental consequence that may affect them.

PURCHASER and/or FINAL CLIENT have the right to nominate their own legal advisor in order to support VENDOR actions, in all the above mentioned situations

The SUPPLIER expressly acknowledges and accepts that all the projects, ideas, photos, images, creations, drawings, drafts, prints, customized and customizing materials, documents, materials, prototypes and, more in general, all the technical material regarding the Products and their Technical Specifications, including all Confidential Information, are exclusively property of the BUYER and all the rights relating thereto, including by way of example the trademarks and trademark applications, patents and patent applications, know-how and copyright, as well as any other type of industrial or intellectual property rights (hereinafter "Intellectual Property Rights") are the exclusive property of the BUYER; it is therefore understood that all the rights regarding their economic use, with no exception or exclusion, shall belong to the BUYER.

Any development, improvement, processing, evolution of the Products or Technical Specifications (hereinafter "Improvement") when carrying out this Order shall be the exclusive property of the BUYER together with any industrial or intellectual property rights relating thereto (hereinafter "Improvement Rights").

The SUPPLIER is absolutely forbidden to use or process such projects, ideas, photos, images, creations, drawings, drafts, prints, customized and customizing materials, documents, materials, prototypes and, more in general, all the technical material regarding the Products and their Technical Specifications, including all Confidential Information, or anyway realized, created or developed in carrying out this Order; the SUPPLIER is also forbidden to exploit in any way the Intellectual Property Rights and Improvement Rights for any activity or task other than the execution of this Order and Orders related thereto.

The obligations contained in this article are binding for the SUPPLIER for the entire period of validity of this Framework Agreement and following its expiry, termination or cessation



for any reason.

**A3) CONFIDENTIAL INFORMATION**

All the information disclosed by the BUYER to the SUPPLIER to carry out this Order, such as commercial, technical or other types of information, i.e. for example, technical documentation, data, analyses, know-how and/or any other result in any way deriving from, connected to and/or regarding the Products and Technical Specifications (hereinafter "Confidential Information") should be considered strictly confidential by the SUPPLIER and may include information classified as corporate secrets.

The Supplier therefore undertakes to:

- a) not disclose, spread or make known to third parties directly or indirectly, totally or partially, for a consideration or free of charge, such information or any other document, deed, technical, commercial, industrial drawing regarding the Order, the Products or Technical Specifications without the prior written consent of the BUYER;
- b) not copy or reproduce, not to have copied or reproduced such information, unless such copies are necessary to carry out this Order;
- c) keep anyway Confidential Information secret and to protect it with appropriate means to keep secrecy also pursuant to articles 98 and 99 of Legislative Decree 30/2005 with regards to information that is classified as industrial secret or know-how;
- d) use Confidential Information exclusively to execute the Agreement and not to use or reproduce it, take abstracts or summaries for purposes other than carrying out the Order;
- e) not publish and/or patent any information or data contained in the Confidential Information that is property of the BUYER;
- f) limit the dissemination of Confidential Information inside one's organization to the employees whose tasks require to know such Confidential Information and limited to what is strictly necessary to carry out the Order;
- g) inform the employees of one's organization, who may become aware of Confidential Information, of the relevant secrecy obligations. It is agreed that the SUPPLIER shall be liable towards the BUYER for the respect of such obligations by its employees;
- h) in case of sub-contractors, before sending any Confidential Information, they shall be informed of the obligations undertaken with regards to the secrecy of Confidential Information and shall be requested to undertake the same confidentiality obligations in writing; it is agreed that the SUPPLIER shall be liable towards the BUYER for the respect of such obligations by its subcontractors;
- i) provide to the END CUSTOMER, upon the latter's specific request, any document containing Confidential Information without keeping any copy thereof.

It is agreed in any case that upon completion of the Order, the SUPPLIER shall return to the BUYER without delay the documentation or anyway the material containing Confidential Information without keeping any copy thereof.

Should the SUPPLIER be obliged by laws, decrees, regulations or other measures by public authorities to disclose information that may breach the confidentiality obligation, the SUPPLIER shall immediately inform the BUYER with the purpose of enabling it to oppose such measures and - if requested - it shall offer its collaboration in this respect. In any case, the SUPPLIER may disclose only the part of Confidential Information that it is legally obliged to disclose.

The secrecy obligations regarding Confidential Information shall remain effective also after completing all the supplies making up the Order, or until its termination.

**A4) PERSONAL DATA PROCESSING**

The personal data processing shall be carried out by means of the operations indicated in Article 4, item no. 2) of the GDPR and, specifically: collection, recording, organization, storage, consultation, preparation, modification, selection, extraction, comparison, use, interconnection, blocking, communication, erasure and destruction of data. I dati personali sono sottoposti a trattamento sia cartaceo che elettronico e/o automatizzato. The Data Controller shall process the personal data for the time necessary to fulfil the purposes for which they have been collected and all related legal obligations.

Data are processed by internal people who are duly authorized and trained pursuant to Art.29 of the GDPR. It is possible to also request the scope of communication of the personal data, obtaining precise information about any external persons operating as autonomous Data Processors or Data Controllers (consultants, technicians, banking institutions, hauliers, etc.). Personal data may be the object of intercompany communication between companies of the Group. The data shall not be disseminated or transferred to non-EU countries. Should it be necessary within tenders/contracts or to comply with legal obligations (e.g.: joint liability, anti-corruption, antimafia, anti-money-laundering, etc.) to obtain from the END CUSTOMER, from the SUPPLIER or from a subcontractor the personal data of one of their employees, it is agreed between the parties that the BUYER shall be authorized to process data in its capacity as the External Data Processor (Art.28 GDPR) or entity authorized to process data (Art.29 GDPR). Within the scope of this relationship, the BUYER undertakes to process said data in accordance with the prerequisites of compliance provided for by the GDPR, guaranteeing any communication to additional persons exclusively within the scope of specific obligations of law.

For further details, refer to the following link <http://www.bonattinternational.com/privacy-policy>

The Parties hereby agreed that this Agreement shall not be subject to Legislative Decree No. 231/2002 as amended and/or supplemented, and that, for any delays in payment, due to the PURCHASER breach, any default interest rate applicable shall be the legal interest rate in force at the relevant time.

**Total**

9.161,75 Mexican Peso

PLEASE NOTE, THE DUE PAYMENTS OF AUGUST SHALL BE SHIFTED TO 10TH SEPTEMBER AND THOSE FROM 20TH DECEMBER TILL 6TH JANUARY TO 10TH JANUARY.  
PROFORMA INVOICE MUST REPORT THE NUMBER AND DATE OF THIS ORDER..

STAMP AND SIGN