

GENERAL SALES CONDITIONS.

1. Scope of application.

All legal acts through which Helm de México, S.A. sells any of the goods it offers, shall be governed by the terms and conditions indicated in the quotation or any other document issued by Helm de México, S.A., where the conditions to which the transaction is subject are confirmed, and in all matters not expressly agreed upon therein and which are in accordance with the nature of the transaction, by these general sales conditions.

2. Creation of the legal relationship.

2.1. The temporality and validity of the offers made by Helm de México, S.A. shall be governed by the following rules: **(i)** First, in order for the offer to be binding for Helm de México, S.A., the term and amount established in the offer shall be observed, **(ii)** If the offer does not establish a term and is made in person, , the acceptance of the recipient of the offer must be immediate, **(iii)** If the offer does not establish a term and is made not in person, Helm de México, S.A. will be bound to its offer for three calendar days.

2.2. Orders from our buyers shall not be binding for Helm de México, S.A., until Helm de México, S.A. undoubtedly confirms its capacity to supply the order in question.

3. Price and payment.

3.1. The purchase price is payable without any deduction.

3.2. In case of delay in payment, the buyer shall pay interests from the due date until the receipt of payment is defined, at an interest rate of 9 percentage points above the equilibrium interbank interest rate published by the Bank of Mexico ("*Banco de México*"), in the Federal Official Gazette ("*Diario Oficial de la Federación*"), on the day payment is deemed to be received, or at a rate of 9 percentage points above the interest rate of the central bank of the country of the invoiced currency at the time the payment is received.

3.3. The buyer shall not, for any reason whatsoever, offset or withhold payment.

3.4. Regardless of the place of delivery of the goods or of the documents, the place of payment shall be the registered office of Helm de México, S.A.

4. Delivery.

The delivery of the goods shall be made as agreed upon by the buyer and Helm de México, S.A., in any case the Incoterm established in the quotation and in force at the time of the creation of the legal relationship between the buyer and Helm de México, S.A. shall be observed.

5. Quality of the product.

5.1. Unless otherwise expressly agreed upon, the quality of the goods shall be determined by the specifications previously established by the parties, otherwise, those established by Helm de México, S.A. shall govern.

5.2. Helm de México, S.A. will seek at all times that the products and goods merchandised in the territory of the United Mexican States are in compliance with the applicable Mexican Official Standards ("*Normas Oficiales Mexicanas*"), as the case may be.

5.3. The properties of the specimens and samples are only binding for Helm de México, S.A. to define the quality of the goods, when this has been expressly agreed upon in writing.

5.4. Quality and shelf-life data as well as other data of the goods shall only be binding if expressly agreed upon in writing.

6. Use of goods.

The parameters, as well as the results issued by the manufacturers and/or by Helm de México, S.A. in the certificates of analysis or any equivalent document, do not exempt the buyer from analyzing and testing the goods.

7. Reservation of ownership.

Helm de México, S.A., reserves the ownership of the goods subject matter of the sale until the buyer makes the total payment of the same, thus the possession of the goods does not mean the transfer of the ownership to the buyer.

8. Information and disclosure.

At the request of Helm de México, S.A., the buyer agrees to provide all necessary information regarding the inventory of the goods of Helm de México, S.A., and/or identify the goods of Helm de México, S.A. on the packaging of the goods.

9. Payment guarantee.

In the event that the buyer guarantees payment with any guarantee approved by Helm de México, S.A., and the guarantee exceeds the amount owed by more than 15%, the latter shall be entitled to waive the guarantees it decides to that extent.

10. Defects of the goods.

10.1. Unless otherwise expressly agreed upon, the buyer is obliged to inspect the goods immediately after delivery and, in the event of any defect in the goods, shall notify Helm de México, S.A. in writing no later than one week after delivery.

10.2. The delivered goods shall be deemed accepted if no written complaint is submitted.

10.3. Unless otherwise expressly agreed upon, defects which were not detected during inspection after delivery shall be notified in writing immediately and at the latest one week after their discovery.

10.4. In case of timely complaints, the warranty rights of the buyer shall be limited to the fact that the defect of the goods is proven and justified. Complaints shall not be accepted if the goods have been mixed with other components which alter the original specifications and limit the investigation.

10.5. In the event the exercise of the warranty is applicable, at the option of Helm de México, S.A., new non-defective goods will be delivered to the buyer, or the defect of the goods will be remedied.

10.6. In the event that the defect cannot be remedied, nor can new, non-defective goods, be delivered to the buyer, the buyer may reduce the purchase price or terminate the purchase contract. This shall not affect the right of the buyer to claim damages in accordance with section 12 of these general sales conditions.

10.7. The submission of a complaint or claim for defect of the goods does not release the buyer from its payment obligation.

10.8. The right of the buyer to make any complaint or claim about a defect of the goods shall expire one year after receipt of the goods.

10.9. In the event of sudden changes in national or international regulations that limit the compliance with product specifications, Helm de México, S.A. will not be liable for costs generated by inventories, product recalls, or unexercised sales.

11. Intellectual Property rights of the products.

11.1. Helm de México, S.A., is a company committed to innovation, therefore its commercial policies strictly respect and honor intellectual property rights, thus, in the merchandising of its products and goods, it has always taken and will continue to take all necessary measures to avoid the violation of intellectual property rights of third parties.

11.2. Unless otherwise expressly agreed upon, Helm de México, S.A. shall not be liable for claims, lawsuits and/or complaints filed by third parties against the buyer for alleged violations of intellectual property rights arising from the purchase of the goods.

12. Damages.

Helm de México, S.A., undertakes to respond in a general manner for damages in accordance with the law and the following rules: (i) In case of negligent breach of fundamental contractual obligations, limiting the indemnity to typical and

foreseeable losses, (ii) In case of negligent breach of non-fundamental contractual obligations, Helm de México, S.A., is exempt from indemnifying the buyer, (iii) The above limitations of liability do not apply to damages caused to life, physical integrity of persons and health.

13. Breach due to acts of God or force majeure.

13.1. In the event that due to any incident or circumstance beyond the control of Helm de México, S.A. (including natural events, war, strikes, lockouts, shortage of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fires, explosions, acts of government, pandemics, among others), the availability of the goods that Helm de México, S. A. commercializes and/or produces is reduced, the latter: (i) will be exempt from complying with the obligations undertaken in connection with the sale of goods, and (ii) will have no obligation to acquire the goods from other sources.

13.2. Likewise, Helm de México, S.A. shall be exempt from complying with its obligations to sell goods, in the event that the incident or circumstance of acts of God or force majeure has as consequence that the execution of the contract is commercially useless for Helm de México, S.A.

13.3. If the incident or circumstance of acts of God or force majeure lasts more than 3 months, Helm de México, S.A. shall be entitled to terminate the legal act through which the sale of the goods was formalized, without the buyer having the right to any compensation whatsoever.

14. Jurisdiction and applicable law.

14.1. The courts of the Superior Court of Justice of Mexico City ("*Tribunal Superior de Justicia de la Ciudad de México*") are competent to hear any dispute arising between the buyer of the goods and Helm de México, S.A., in regard with the application and interpretation of these general sales conditions.

14.2. The applicable law to the legal acts by which Helm de México, S.A. sells goods shall be the Code of Commerce ("*Código de Comercio*"). However, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

15. Continuity of terms and conditions.

If any provision of these general sales conditions is totally or partially invalid, unenforceable or void, the validity of the remaining provisions shall not be affected.

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