

SALE CONTRACT ENTERED BY AND BETWEEN THE COMPANY (1), REPRESENTED BY ITS (2), MR. (3), (HEREINAFTER CALLED "THE SELLER") AND THE COMPANY (4) REPRESENTED BY ITS (5), MR. (6), HEREINAFTER CALLED "THE PURCHASER", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

S T A T E M E N T S

WHEREAS, "THE SELLER" DECLARES:

- I.- THAT IT IS A CORPORATION LEGALLY ESTABLISHED AND EXISTING UNDER THE LAWS OF THE UNITED MEXICAN STATES, IN ACCORDANCE WITH THE PUBLIC DEED NO. (7), ISSUED BEFORE THE FAITH OF NOTARY PUBLIC NO. (8), THE ATTORNEY (9), OF THE CITY OF (10), HAVING ITS PRINCIPAL PLACE OF BUSINESS AT (11).
- II. THAT IT IS ENGAGED, AMONG OTHER ACTIVITIES, IN THE MANUFACTURE, TRADE AND EXPORTATION OF (12).
- III THAT IT POSSESSES THE CAPACITY, KNOWLEDGE, EXPERIENCE AND THE APPROPRIATE PERSONNEL FOR CARRYING OUT THE ACTIVITIES TO WHICH THE PRECEDING STATEMENT REFERS.
- IV. THAT MR. (13) IS ITS LEGAL REPRESENTATIVE AND IS THEREFORE DULY EMPOWERED TO SUBSCRIBE THE PRESENT INSTRUMENT AND TO OBLIGE "THE SELLER" UNDER THE TERMS OF THIS CONTRACT.

WHEREAS, "THE PURCHASER" DECLARES:

- V. THAT IT IS A CORPORATION ESTABLISHED AND EXISTING UNDER THE LAWS OF (14), HAVING ITS PRINCIPAL PLACE OF BUSINESS IN (15) AND THAT IT IS ENGAGED, AMONG OTHER ACTIVITIES, IN TRADE AND IMPORTATION OF THE PRODUCT TO WHICH STATEMENT II. OF "THE SELLER" REFERS.
- VI. THAT MR. (16), IN HIS POSITION AS (17), IS ITS LEGAL REPRESENTATIVE, AND IS EMPOWERED TO SUBSCRIBE THIS CONTRACT.

WHEREAS, BOTH PARTIES DECLARE:

- VII. THAT THEY ARE INTERESTED IN CARRYING OUT THE COMMERCIAL OPERATIONS TO WHICH THE PRESENT CONTRACT REFERS, IN ACCORDANCE WITH THE FOREGOING STATEMENTS, WHEREFORE THE PARTIES HERETO HEREBY COVENANT AND AGREE AS FOLLOWS:

C L A U S E S:

FIRST.- PURPOSE OF THE CONTRACT: "THE SELLER" UNDERTAKES TO TRANSFER, AND "THE PURCHASER" TO ACQUIRE (18).

SECOND.-PRICE: THE PRICE OF THE PRODUCTS, OBJECT OF THIS INSTRUMENT, WHICH "THE PURCHASER" UNDERTAKES TO PAY, WILL BE THE AMOUNT OF (19) FOB (INCOTERMS 2000 OF THE INTERNATIONAL CHAMBER OF COMMERCE) IN (20).

(21) "THE SELLER" AND "THE PURCHASER" UNDERTAKE TO NEGOTIATE THE PRICE AGREED, IF IT IS AFFECTED BY VARIATIONS IN THE INTERNATIONAL MARKET DUE TO ECONOMIC, POLITICAL OR EXTREME SOCIAL CHANGES IN THE COUNTRY OF ORIGIN OR DESTINATION, TO THE PREJUDICE OF EITHER OF THE PARTIES.

THIRD.- FORM OF SHIPMENT: "THE SELLER" UNDERTAKES TO PLACE THE GOODS, OBJECT OF THIS CONTRACT, AT THE PLACE OF DELIVERY INDICATED IN THE PRECEDING CLAUSE, COMPLYING WITH THE FOLLOWING SPECIFICATIONS: (22).

EQUALLY, "THE SELLER" UNDERTAKES TO SEND THE DOCUMENTS REQUIRED BY "THE PURCHASER" IN THE TERMS OF THE PRESENT INSTRUMENT.

FOURTH.- FORM OF PAYMENT: "THE PURCHASER" UNDERTAKES TO PAY TO "THE SELLER" THE PRICE AGREED UNDER CLAUSE **SECOND**, BY A LETTER OF CREDIT PAYABLE ON SIGHT, CONFIRMED AND IRREVOCABLE, WITH A TERM OF (23) MONTHS, AT THE (24) BANK IN THE CITY OF (25) AGAINST PRESENTATION OF THE INVOICE, SHIPPING DOCUMENTS AND CERTIFICATE OF QUALITY COVERING THE REMISSION OF THE GOODS.

FIFTH.- DELIVERY OF THE GOODS: "THE SELLER" UNDERTAKES TO DELIVER, AND "THE PURCHASER" TO RECEIVE THE GOODS TO WHICH CLAUSE **SECOND** OF THIS INSTRUMENT REFERS, WITHIN (26) DAYS AFTER THE DATE IN WHICH "THE SELLER" RECEIVES THE CONFIRMATION OF THE LETTER OF CREDIT, MENTIONED IN CLAUSE **FOURTH** OF THIS CONTRACT.

SIXTH.- PACKING AND VERIFICATION EXPENSES: "THE SELLER" UNDERTAKES TO COVER THE PACKING AND VERIFICATION COSTS, SUCH AS QUALITY, MEASUREMENT, WEIGHT, RECOUNT CONTROL, SO THAT "THE PURCHASER" CAN TAKE CHARGE OF THE GOODS.

SEVENTH.- RISKS AND EXPENSES OF DELIVERY: "THE SELLER" WILL SPECIFY THE GOODS AND WILL ASSUME THE RISKS AND COVER ALL THE EXPENSES OF THE GOODS, UNTIL THESE ARE AT THE DISPOSITION OF "THE PURCHASER" AT THE PLACE INDICATED UNDER CLAUSE **SECOND** AND ON THE DATE IN ACCORDANCE TO CLAUSE **FIFTH** OF THIS CONTRACT.

FOR ITS PART, "THE PURCHASER" UNDERTAKES TO PAY ALL THE EXPENSES AND ASSUMES ALL THE RISKS UP FROM THE MOMENT THE GOODS ARE AT ITS DISPOSITION IN ACCORDANCE TO THE FOREGOING PARAGRAPH, INCLUDING ANY ADDITIONAL ONES WHICH MIGHT ARISE, IF THE DELIVERY IS NOT MADE FOR ANY REASON FOR WHICH "THE PURCHASER" IS RESPONSIBLE.

EIGHTH.- MISCELLANEOUS DOCUMENTS: SHOULD "THE PURCHASER" REQUEST IT, ON HIS OWN ACCOUNT AND RISK, "THE SELLER" UNDERTAKES TO PROVIDE THE NECESSARY HELP TO OBTAIN THE DOCUMENTS ISSUED IN THE COUNTRY OF DELIVERY AND/OR ORIGIN AND THOSE NEEDED TO EXPORT AND / OR IMPORT THE GOODS, AS WELL AS THOSE DOCUMENTS REQUIRED FOR THEIR TRANSIT THROUGH THIRD COUNTRIES.

NINTH.- PRODUCT CERTIFICATION: IN ORDER TO CERTIFY THE QUALITY OF THE PRODUCT TO WHICH THIS CONTRACT REFERS, "THE SELLER" ACCEPTS "THE PURCHASER" TO APPOINT A REPRESENTATIVE TO INSPECT AND CHECK THE PRODUCT.

THE REPRESENTATIVE OF "THE PURCHASER" WILL, FOR EACH SHIPMENT OF THE PRODUCT, PREPARE A REPORT IN WHICH HE WILL PLACE ON RECORD THE QUALITY OF THE PRODUCT; HE WILL PLACE THE MENTIONED DOCUMENT AT THE DISPOSITION OF "THE SELLER;" SHOULD THE LATTER CONSIDER IT CONVENIENT, THE REPRESENTATIVE WILL HAVE TO SIGN THE REPORT IN CONFORMITY. THIS REPORT, PREPARED BY THE REPRESENTATIVE OF "THE PURCHASER" AND SIGNED BY "THE SELLER," WILL FUNCTION AS A CERTIFICATE OF THE QUALITY OF THE PRODUCT.

THE SUPERVISOR OF "THE PURCHASER" TO WHICH THIS CLAUSE REFERS, WILL HAVE TO BE APPOINTED 30 (THIRTY) DAYS BEFORE HE BEGINS WITH HIS DUTIES, FOLLOWING NOTIFICATION MADE FOR SUCH PURPOSE TO "THE SELLER."

(OPTIONAL

"THE SELLER" UNDERTAKES TO PROVIDE "THE PURCHASER" WITH A CERTIFICATE OF QUALITY OF THE PRODUCT, ISSUED BY (27), WHICH IS RECOGNIZED AND ACCEPTED BY BOTH PARTIES.

TENTH.- CERTIFICATE OF ORIGIN: "THE SELLER" UNDERTAKES, UPON REQUEST, THE COST AND RISK OF "THE PURCHASER", TO OBTAIN A CERTIFICATE OF ORIGIN FOR THE GOODS, OBJECT OF THE PRESENT CONTRACT, FROM THE COMPETENT AUTHORITIES OF THE UNITED MEXICAN STATES.

ELEVENTH.- PATENTS AND TRADEMARKS: "THE SELLER" DECLARES, AND "THE PURCHASER" RECOGNIZES, THAT THE PRODUCTS, OBJECT OF THIS CONTRACT AND TO WHICH STATEMENT II. OF THE PRESENT INSTRUMENT REFERS, ARE DULY REGISTERED UNDER THE PROTECTION OF PATENT NUMBERS (28), AND TRADEMARKS NUMBERS (29) BEFORE THE MEXICAN INSTITUTE OF INDUSTRIAL PROPERTY.

"THE PURCHASER" UNDERTAKES BY THIS INSTRUMENT TO PROVIDE "THE SELLER," ON THE COST AND RISK OF THE LATTER, WITH ALL THE HELP WHICH MIGHT BE NECESSARY IN ORDER TO OBTAIN THE REGISTRATION OF THE PATENTS AND TRADEMARKS TO WHICH THE PRESENT CLAUSE REFERS, AT THE RESPECTIVE PATENT AND TRADEMARKS OFFICE OF (30).

LIKewise, AS SOON AS "THE PURCHASER" BECOMES AWARE OF ANY INFRINGEMENT OR ILLEGAL USE OF THE MENTIONED PATENT AND TRADEMARKS DURING THE TERM OF THE PRESENT CONTRACT, IT WILL NOTIFY "THE SELLER" IN ORDER TO ENABLE HIM TO PROCEED AGAINST ANY THIRD PARTY.

TWELFTH.- EXPORT TAXES: "THE PURCHASER" UNDERTAKES TO PAY ALL THE CUSTOMS DUTIES, IMPORT AND EXPORT TAXES DERIVED FROM THE OPERATIONS OF THIS CONTRACT.

THIRTEENTH.- TERM OF THE CONTRACT: BOTH PARTIES AGREE THAT, ONCE "THE SELLER" HAS DELIVERED THE ENTIRE AMOUNT OF THE GOODS ESTABLISHED UNDER THE CLAUSE **FIRST**, AND "THE PURCHASER" HAS COMPLIED FULLY WITH ALL AND EACH ONE OF THE OBLIGATIONS PROVIDED IN THE PRESENT INSTRUMENT, THE TERMINATION OF THE PERIOD OF THIS AGREEMENT WILL OPERATE AUTOMATICALLY.

FOURTEENTH.- RESCISSION DUE TO DEFAULT: BOTH PARTIES MAY RESCIND THIS CONTRACT SHOULD EITHER OF THEM FAIL TO COMPLY WITH ITS OBLIGATIONS AND REFRAIN FROM TAKING THE NECESSARY STEPS TO REPAIR SUCH DEFAULT WITHIN 15 (FIFTEEN) DAYS OF RECEIPT OF THE WRITTEN ANNOUNCEMENT, NOTIFICATION, REQUIREMENT OR APPLICATION THEREOF.

THE PARTY EXERCISING ITS RIGHT OF RESCISSION WILL HAVE TO NOTIFY THE OTHER PARTY ONCE THE PERIOD TO WHICH THE PREVIOUS PARAGRAPH REFERS HAS BEEN COMPLETED.

FIFTEENTH.- INSOLVENCY: "THE SELLER" MAY RESCIND THIS CONTRACT SHOULD "THE PURCHASER" BE DECLARED BANKRUPT, IN SUSPENSION OF PAYMENTS, CREDITORS MEETING OR ANY OTHER TYPE OF INSOLVENCY.

SIXTEENTH.- SUBSISTENCE OF THE OBLIGATIONS: THE RESCISSION OR TERMINATION OF THIS CONTRACT WILL NOT AFFECT THE VALIDITY AND DEMANDABILITY OF THE OBLIGATIONS PREVIOUSLY CONTRACTED IN ANY WAY, OR THOSE ALREADY FORMED, WHICH, DUE TO THEIR NATURE OR PROVISION OF LAW, OR DUE TO THE WILL OF THE PARTIES, SHOULD BE POSTPONED TO A LATER DATE. THEREFORE, THE PARTIES CAN PRESENT A DEMAND EVEN AFTER THE RESCISSION OR TERMINATION OF THE CONTRACT FOR COMPLIANCE OF THESE OBLIGATIONS.

SEVENTEENTH.- ASSIGNMENT OF RIGHTS AND OBLIGATIONS: NEITHER OF THE PARTIES MAY ASSIGN OR TRANSFER THE RIGHTS OR THE OBLIGATIONS DERIVING FROM THIS CONTRACT TO A THIRD PARTY, IN ANY MANNER WHATSOEVER.

EIGHTEENTH.- LIMIT OF CONTRACTUAL LIABILITY: BOTH PARTIES ACCEPT THAT NEITHER OF THEM WILL BE LIABLE FOR THE RESPONSIBILITY DERIVED FROM AN ACT OF GOD OR *FORCE MAJEURE*; IF THIS IS THE CASE, THE PARTIES AGREE TO SUSPEND THE RIGHTS AND OBLIGATIONS ESTABLISHED IN THIS CONTRACT, WHICH CAN BE RENEWED BY COMMON CONSENT ONCE THE REASON FOR THE SUSPENSION DISAPPEARS.

NINETEENTH.- APPLICABLE LEGISLATION: IN EVERYTHING AGREED AND IN THAT WHICH IS NOT EXPRESSLY PROVIDED FOR, THIS CONTRACT WILL BE GOVERNED BY THE LAWS IN FORCE IN THE UNITED MEXICAN STATES AND, IN THEIR ABSENCE, BY THE COMMERCIAL USES AND PRACTICES RECOGNIZED THEREBY.

TWENTIETH.- ARBITRATION: (31).

TWENTY FIRST.- ANNOUNCEMENTS AND NOTIFICATIONS: THE PARTIES INDICATE THE FOLLOWING AS THEIR DOMICILES TO HEAR AND RECEIVE ALL KINDS OF ANNOUNCEMENTS AND NOTIFICATIONS:

"THE SELLER"

(32)

"THE PURCHASER"

(33)

TWENTY SECOND.-LEGAL CAPACITY: THE PERSONS INTERVENING IN THE PRESENT CONTRACT RECOGNIZE THE LEGAL CAPACITY WITH WHICH THEIR RESPECTIVE REPRESENTATIVES APPEAR, INDEPENDENTLY OF WHICH THEY UNDERTAKE TO DELIVER THE LEGAL DOCUMENTS IN WHICH THE POWERS AND FACULTIES APPEAR BASED ON WHICH THEY ISSUE THIS INSTRUMENT.

THIS CONTRACT IS SIGNED IN THE CITY OF _____ ON THE _____ DAY OF THE MONTH OF _____ OF NINETEEN HUNDRED NINETY _____. **"THE SELLER"** **"THE PURCHASER"**

INSTRUCTIVE

1. Complete name or denomination of the seller.
2. The position of the natural person, representative of the seller, signing the document, with the faculties to do so.
3. Complete name of the natural person, representative of the seller, signing the document, with the faculties to do so.
4. Complete name or denomination of the buyer.
5. The position of the natural person, representative of the buyer, signing the document,
with the faculties to do so.
6. Complete name of the natural person, representative of the buyer, signing the document, with the faculties to do so.
7. Number of the public deed corresponding to the constitutive act.
8. Notary's public office number in which the constitution affairs were hold.
9. Complete name of the holder of the notary public office before mentioned.
10. City in which the notary public office is established.
11. Place of the principal place of business.
12. Abstract of the social objective of the enterprise.
13. (Number 3).
14. Country / state under whose laws the enterprise is constituted.
15. Place of the principal place of business.
16. (Number 6).
17. (Number 5).
18. Precise the merchandise, object of the contract, detailing the quantity, actual characteristic and conditions or the criteria for its determination.
19. Amount of money in U.S. dollars that will be paid for the purchase of the products (specify in number and words!). It can also be established the procedure to define the price of the merchandise.
20. Place of loading, or name of the port of loading, in case of use of a maritime transport.
21. This paragraph is optional and can only be used in special cases (perishable goods, for example).
22. Specify the way in which the merchandise has to be packed; specially if the products areexposed to careless manipulation or extreme climate risks.

Precise the necessary documentation that is agreed between the parties and the form in which these must be presented by the buyer in order to make the letter of credit effective. It is recommended to establish such stipulations in an added document to the contract.

23. Term in which the letter of credit is in force.
24. Name of the bank and branch office in which the seller requires the letter of credit to be established (if possible).
25. Name of the city in which the banking office, previously mentioned, is established.
26. Period on which the product has to be delivered by the seller.
27. Laboratory or verification institution.
28. If any, the patent registration numbers.
29. If any, the trademarks registration numbers.
30. Name of the country in which the trademarks and/or patents are to be registered.
31. Arbitration Clause of the chosen Arbitration Organism.

NOTE: We remind the parties that it is convenient to state in the arbitration clause the applicable right to the contract , the number of arbitrators, the place (city), and the language in which the arbitration procedure will be done, as well as previously know the Rules of the Arbitration Procedure.

32. Complete address for announcements and notifications of the seller.
33. Complete address for announcements and notifications of the buyer.