

PURCHASE ORDER TERMS AND CONDITIONS

For the purchase of Indirect products and services by Atmus Filtration Technologies Inc. its subsidiaries, and affiliates ("ATMUS")

1. GENERAL

1.1 For the purposes of this document, the term 'Purchase Order' or 'PO' refers to the printed document or electronic through which designates a Supplier, describes the supplies, and laying down, in your case other terms of the transaction, in addition to these terms and conditions.

1.2 The term 'Buyer' means Atmus Filtration Technologies Inc., or the subsidiary or related corporation of that entity which issues a PO to Supplier under these Supplier Terms and Conditions. 'Supplier' means the supplier or vendor pointed out to the front of this PO and its agents and representatives; The term 'Specifications' refers to any product specifications, the specifications listed on the front of the PO and any annex to the same; 'Supplies' refer to the raw materials, components, intermediate assemblages, equipment, and any other supplies, including indirect materials, technical information, drawings, or services to be provided by the Supplier at Buyer through this PO. This PO shall be construed as an offer to purchase the supplies in the agreed terms here. The contract resulting from acceptance of this Purchase Order shall be interpreted in accordance with the laws of the City of San Luis Potosi, S.L.P., Mexico or the Netherlands as applicable according to apply. This PO may not be ceded by the provider in part or in its entirety. For all the purposes of this PO, the parties expressly submit to the courts and to the relevant laws of the City of San Luis Potosi, S.L.P., Mexico or the Netherlands according to apply, expressly waive any jurisdiction that could correspond them by virtue of their present or future home or for any other reason.

1.3 Unless expressly set forth below, Buyer is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Buyer and Supplier.

2. CONTROLLING TERMS

2.1 This PO is expressly limited to terms and specifications contained herein. This PO is an offer to purchase the products and/or services set forth herein and any offer Provider or previous quote that contains terms and specifications other than those contained herein is: (a) rejected or (b) expressly conditioned acceptance by the Supplier to the specifications and terms contained herein.

2.2 If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms.

2.3 The purchase of goods and services by Buyer is expressly conditioned on assent by Supplier to these terms; any additional or conflicting terms or provisions in other documents provided by Supplier relating to such purchase shall not apply to such purchase, are hereby rejected by Buyer.

2.4 The Supplier expressly accepts these specifications and terms to acknowledge or confirming the order, or begin any work in relation to it, or to send supplies under this PO.

3. PRICES AND BILLING

3.1 Prices shown on the face of this PO may not be increased without written authorisation by Buyer's Purchasing Department.

3.2 Unless authorised by Buyer, Supplier agrees to issue no more than one invoice to cover all shipments made on any day.

3.3 Payment terms are net 90 (ninety) days unless otherwise noted on the face of the PO or such number of days as prescribed under the prevailing statutes, as applicable.

4. DELIVERY

4.1 Deliveries shall be made in the amounts and on the dates stated in the heading of this PO, or if not specified in this PO in accordance with delivery schedules provided by Buyer. Delivery shall be made in accordance with the Incoterms Delivered at Place Unloaded (DPU)). Seller's responsibilities are to deliver the goods at the agreed place, unload the goods, pay export duties, packing of the goods, transportation of the cargo to the port, origin terminal charges, and freight charges. Buyer's responsibilities shall be to pay import duties and taxes, licenses and certificates. Arrange transportation from the point of unloading to the place of delivery, as well as assist the seller with obtaining necessary documents for export. The Supplier shall, at the request of the Buyer, suspend shipments and shipments of supplies hereunder, as requested by Buyer.

5. QUALITY OF SUPPLIES

5.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with the PO and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Supplier's warranties shall survive Buyer acceptance of, inspection of, and payment for the Supplies. Where the Supplies include services, the Supplier warrants that the services will be provided in a timely, diligent, efficient, and skilful manner.

5.2 Supplier shall notify Buyer immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms or the delivery schedule of this PO.

6. DISPOSITION OF REJECTED MATERIAL

6.1 With respect to any Supplies not in conformity with the requirements of the PO, Buyer shall have the right, at its option, to reject such Supplies and require Supplier to repair, replace or re-perform such Supplies or services immediately after notification. If such notification is not in writing, it shall be confirmed in writing.

7. PACKING, SHIPPING, AND STORAGE

7.1 Supplier shall, at its expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

8. CANCELLATION

8.1 Buyer may cancel this PO or any part thereof at any time upon written notice to Supplier without liability except for payment to the Supplier of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

8.2 Notwithstanding the foregoing, Buyer may cancel this PO without liability or cancellation charges in the event of any causes beyond its control, such as, but not limited to, flood, drought, fire, war, riot, acts of terrorism, acts of God or acts of demand of any governmental authority.

8.3 In addition to this Buyer may immediately terminate this PO without liability if the Supplier fails to comply with any or all obligations through this purchase, it being sufficient written return notice address to the Supplier. In this sense, the Supplier shall be obligated to pay damages Buyer said he should come to cause to cause of cancellation.

9. CHANGES

9.1 Buyer may at any time, by written instructions or verbal instructions confirmed in writing to Supplier, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Buyer within fourteen days of notification of such proposed changes of any proposed differences in price, quality, or delivery. Such proposed changes shall be subject to approval by Buyer.

10. INTELLECTUAL PROPERTY

10.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any United States or foreign patents, copyrights, trade names, trade secrets or other intellectual property; and agrees to indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products, against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Supplier shall, upon request of Buyer and at Supplier's own expense, defend, or assist if the defense of any action which may be brought against Buyer or those selling or using any of Buyer's products by reason of any such alleged infringement.

10.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works, or other intellectual property created in the performance of the PO shall be the sole property of Buyer and Supplier shall do all things reasonably requested by Buyer to transfer the ownership thereof and to perfect the same.

11. DESIGN AND INFORMATION

11.1 It is understood that any article made according to a design specified by Buyer (not previously a standard commercial design of Supplier) will not be furnished or disclosed by Supplier to any other person, firm, or corporation. It is recognised that Supplier will have access to certain confidential information of Buyer and, therefore, Supplier agrees not to divulge to anyone of the confidential information of Buyer, nor use for its own benefit, any such confidential information including drawings or other documentary information of a confidential nature. Supplier will use the same standard of care to protect confidential information of Buyer as Supplier uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

12. REMEDIES

12.1 The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

13. INDEMNITY; INSURANCE

13.1 Supplier agrees to indemnify and protect Buyer against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the Supplies or performance of this PO by Supplier, its servants, employees, agents, or representatives. Supplier further agrees to maintain the following levels of insurance and to furnish to Buyer Risk Management Department certificates of insurance for General/Product Liability insurance (\$1,000,000), Property Damage Insurance (\$5,000,000) and Worker Compensation Insurance (as required by statute). Said certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. Supplier also agrees to furnish Buyer certificates from appropriate governmental agencies and insurance companies, upon request by Buyer, showing that Supplier has adequate Worker's Compensation coverage. If Supplies involve accounting, legal, medical, or other professional services, Supplier must also provide: Professional Liability Insurance (\$1,000,000 per occurrence). If Supplies involve transporting Buyer assets via motor vehicle, the Supplier must also provide: Motor Truck Cargo Insurance (\$300,000 Single Limit). If Supplies involve performing environmentally related activities such as (but not limited to) waste disposal and environmental cleanup upon Buyer property, the Supplier must also provide: Environmental Impairment Liability Insurance (\$5,000,000 Single Limit). In no event shall Buyer be liable for any indirect, consequential, economic, or financial losses or incidental damages, however caused and howsoever arising in any way out of this agreement.

14. ADVERTISING OR USE OF ATMUS TRADEMARKS

14.1 Supplier shall not use or permit the use of any trademark of Atmus in description of or in the marketing of products produced by Supplier, or in any manner advertise or publish or disclose the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with the Buyer.

15. SUPPLIER'S INSOLVENCY

15.1 If Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver, administrative receiver, liquidator or similar is appointed or applied for, if Supplier makes an assignment for the benefit of creditors, or if Buyer reasonably believes Supplier may be unable to complete this PO, Buyer may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Buyer. If Supplier fails to provide written assurance of performance, Buyer may terminate this agreement.

16. COMPLIANCE WITH LAWS

16.1 The Supplier undertakes to comply with all applicable laws, codes, regulations and rules in force in the Mexican Republic or the Netherlands (including any relevant requirement in accordance with a directive of the European Union), which are applicable to the supplies provided under this Purchase Order, including, without limitation, the law against corrupt practices in the alien of the United States of America, the laws of security and against terrorism and the crime of the Netherlands from 2001 and any anti-corruption legislation applicable in the Netherlands, Mexico, or elsewhere that may apply on

the basis of time to this agreement and with regulation of export of the U.S. (in case that may apply) (and any embargo or national restriction or the of the United Nations). Supplier shall also comply with any applicable Consumer Privacy or Data Protection Laws, including, but not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), and as it may be further amended, along with any other applicable state or federal Consumer Privacy or Data Protection Laws. In this regard, the Supplier also agrees to indemnify, defend, and hold in peace and safe to Buyer from any liability that might arise from the breach by the Supplier of any of such provisions and is obliged to defend its cost to Buyer in any action against Buyer under this non-compliance.

17. ENVIRONMENTAL

17.1 The Supplier agrees to conform to Atmus' Health, Safety and Environment (HSE) Policy and to the procedural requirements associated with the Atmus' HSE Management System. The Supplier shall ensure it has an understanding of its obligations under the Atmus' HSE Management System and assumes responsibility for the consequences of departing from specified procedures.

18. ATMUS POLICIES

18.1 Supplier shall acknowledge and comply with the Atmus' Supplier Code of Conduct ("SCoC"), Atmus' Supplier Handbook and all referenced policies and procedures as presented on Atmus' Supplier portal.

18.2 The Supplier hereby warrants and represents that it has printed each one of them, read them and accepted them in full.

18.3 The provisions of the SCoC are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates and are incorporated by reference herein. Buyer expects Supplier to hold their supply chain, including subcontractors and third-party labor agencies, to the same standards contained in the SCoC. The SCoC does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party.

18.4 Supplier is hereby advised that it may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the SCoC. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

18.5 Buyer reserves the right to update, alter, or change the requirements of its SCoC, and Supplier shall accept such changes and act accordingly.

19. WARRANTIES

19.1 In the event the goods are defective while under warranty, the Supplier will replace or repair the defectives goods. The Supplier agrees to have regard to any reasonable request from Buyer regarding repair or replacement. Warranties against defects may be provided by the Supplier in a separate document and warranty claims will be directed to the Supplier's address on the PO. The Supplier acknowledges that the Buyer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Buyer is also entitled to have the Supplies repaired or replaced if the goods/services fail to be of acceptable quality and the failures does

not amount to a major failure. This warranty is in addition to other rights and remedies available to Buyer under the law.

20. TEST CERTIFICATES

20.1 If so, stated on the face of this Purchase Order or any attachments, test certificates for material and equipment supplied under this Purchase Order must be forwarded to Buyer upon completion of testing or upon request by Buyer of such certificates from the Supplier.

21. CYBERSECURITY

21.1 "Buyer Data" means any data or information and associated records, in any form or medium, (i) of Buyer, its affiliates or their respective suppliers, customers, or other business partners that is provided to or obtained by Supplier in connection with this Purchase Order, (ii) that is created, generated, collected, processed, maintained, stored, archived, or received in connection with this Purchase Order, or (iii) that is derived or compiled from the foregoing.

21.2 Supplier agrees not to divulge Buyer Data to anyone (other than its personnel who have a need to know such Buyer Data in order for Supplier to perform its obligations hereunder and who are bound by confidentiality obligations no less stringent than those set forth herein), nor use Buyer Data for its own benefit or for any purpose other than performing its obligations under this Purchase Order.

21.3 Supplier shall maintain and comply with a comprehensive cybersecurity and privacy program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures and safeguards and that prevent the unauthorized destruction, loss, use, disclosure, access or alteration of Buyer Data and the cybersecurity of the Products.

21.4 Supplier is responsible for monitoring cyber intelligence feeds customary in the industry using qualified and experienced personnel with appropriate expertise in cybersecurity for threats or vulnerabilities that may impact the cybersecurity of the Products.

21.5 In the event Supplier becomes aware of any actual or reasonably suspected unauthorized (i) access, control or use of, or loss of access to any Buyer Data ("Security Incident"), or (ii) access, control or use of, loss of access to or other interference with the Products (or any vehicle or any an electronic component or product in which the Products are embedded) ("Cybersecurity Incident"), Supplier shall notify Buyer without undue delay upon discovering the Security Incident or the Cybersecurity Incident and in no case later than forty- eight (48) hours after Supplier becomes aware of such Security or Cybersecurity Incident.

21.6 Supplier acknowledges and agrees that Buyer may disclose information (including confidential information of Supplier) that constitutes, in Buyer reasonable discretion, cybersecurity threat or vulnerability intelligence information, having the potential to impact the cybersecurity of the industry.

22. SUNDRY

22.1 Force Majeure. Neither party shall be liable to the other for breach of any of its obligations under this Purchase Order, where the compliance is not possible under flood, drought, fire, war, acts of terrorism, acts of God or government. While the Supplier is unable provide the Services, the Buyer may, at its option to acquire such supplies from other suppliers but remain under the Purchase Order after the after the force majeure ended.

22.2 Buyer may deduct any amount due to the Supplier under this Purchase Order, the Supplier any monies owed to Buyer for any reason.

22.3 If requested by Buyer, Supplier shall provide Buyer or its authorized representatives of relevant documents, information or other information relating to the Supplies and allow Buyer or its authorized representatives to inspect the facilities and the process relating to the Supplies.

22.4 Notices

Any notice or notification to the provider must be sent to the address indicated on the front of this Purchaser Order.

22.5 The Supplier undertakes to comply with generally accepted accounting principles in Mexico and the Netherlands as applicable.

22.6 The Supplier undertakes to comply with Buyer policies has implemented to track your suppliers.

22.7 Supplier must maintain their POSITIVES OPINIONS issued by the SAT and comply with their Tax obligations issued by the authorities.

22.8 Supplier must notify any change of the legal name or Tax ID with a minimum anticipation of 30 working days before application.

22.9 Supplier must send electronically all the appropriate documentation in order to ensure import and reception for all materials in Buyer location this includes commercial invoice, packing list and Bill of lading for each shipment.

23. ADMINISTRATIVE

23.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, express receipts, packing and packing slips.

23.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

23.3 Material shipped from other than the Supplier's stock must plainly show Buyer PO number and the Supplier's name on packing slips and shipping tags.

23.4 Mexican and Canadian supplier of goods who provide greater than \$100,000 per year to Buyer, such supplier must provide a NAFTA certificate to Buyer.

23.5 This Purchase Order shall be considered completed once you receive the supplies and services described therein, or one (1) calendar year after the date on which it was issued, whichever occurs first, unless otherwise stated on the front of this order. However the forgoing shall survive those terms which by their nature should survive even after the delivery of the supplies covered by this Purchase Order.

23.6 The Supplier agrees to use the purchasing systems and processes designated by Buyer from time to time at its sole discretion to receive the purchase order and send the invoices.

23.7 The Supplier will be responsible for updating their information for the purpose of receiving the purchase order and ensure that the supplier contact information is updated every time there is a

change in the personal for receiving the PO this information at minimum should be validated every 6 months or when the event occurs and continuous monitoring of the same.