

Ingersoll-Rand Latin America, Panama Branch
Boulevard Panama Pacifico, Building 3815, 4th Floor No. 402, International Business Park,
Panama Pacifico, Panama

Purchase Terms and Conditions (v.1.0 – September 2015)

These terms and conditions (the "T&C") apply to the delivery and supply of all those goods and/or services that Ingersoll-Rand Latin America, Panama Branch (the "Purchaser") receives from the Supplier under the terms set forth in the purchase order ("P.O.") that was e-mailed along with these T&C to the Supplier. The terms that begin with a capital letter and not defined in these T&C will have the meaning given to them in the P.O. The Supplier and the Purchaser agree that: (i) any term or condition other than or contradictory to these T&C, whether included by the Supplier in its confirmation of the P.O. or in any other communication made by the Purchaser, will be deemed not written, with the understanding that the only document governing the relationship between the parties are these T&C; and (ii) the mere delivery and/or supply by the Supplier of any of the goods and/or services specified in the P.O. will imply the express acceptance of these T&C. In light of the foregoing, the Supplier hereby waives the inclusion of any additional term and/or condition other than those provided in the P.O. and these T&C. The inclusion of other terms and conditions by the Supplier will have no effect nor will they be or understood to be terms and conditions in addition to those provided in the P.O. Acceptance by the Purchaser of the Supplier's goods and/or services will not imply the Purchaser's acceptance of any terms and conditions in addition to those provided in the P.O. Unless specified otherwise in the cover page of the P.O., the following terms and conditions will govern the relationship between the Supplier and the Purchaser.

1. DELIVERY. Unless the Purchaser has authorized otherwise in writing, all the goods and/or services must be provided pursuant to the terms and conditions authorized in the price quote (the "Quote") issued prior to the P.O. The supplied goods and services must match the description (including compliance criteria) specified in the Quote and the P.O. If the Supplier delivered a sample of the goods to the Purchaser prior to issuing the P.O., the goods must be consistent with the sample besides matching the description. The goods and services provided must also comply with pertinent industry standards and any other standard included in the P.O. The goods and services must be appropriate for the purpose for which they are usually provided and for any other purpose specified in the P.O. Services must be provided by duly qualified and trained personnel and rendered with proper care and skill.

Any additional expense incurred in delivering the goods and/or services under conditions other than those included in the Quote or those agreed to in writing by the parties will be at the expense of the Supplier. The Supplier shall schedule deliveries and take into account that the mandatory delivery date specified in the P.O. is determinant for the Purchaser. In light of this fact, unless it has the Purchaser's written authorization, the Supplier may not carryout material production commitments or agreements for the purpose of complying with the mandatory delivery date mentioned in the P.O. prior to said date. Therefore, no claims derived from said commitments or agreements entered into by the Supplier are allowed and

they will be unenforceable against the Purchaser. The Purchaser reserves the right to return, at the Supplier's expense, all goods received before the required date specified in the P.O., or at its discretion it may keep said goods and pay the Supplier's invoices on the regular due date mentioned in the P.O. The invoice, the P.O. and the bill of lading if any (hereinafter the "Documentation") of the goods and/or services specified in the P.O. must be delivered at the time the goods and/or services are received. The Supplier shall be responsible for gathering the Purchaser's signatures and acceptance of the delivered goods and/or services. If the Supplier delivers the goods and/or services on a date other than the one provided in the P.O., the Purchaser shall be authorized to deduct two percent (2%) of the payable invoiced amount from the total P.O. amount for each day that delivery of the goods and/or services listed in the P.O. is delayed.

2. EXCUSABLE DELAYS. Neither party shall be held liable for damages inflicted on the other party for delays caused by acts of God or force majeure, including but not limited to acts of nature and acts by enemies. Said delay will not affect the rest of the P.O. Even though, the Supplier shall give the Purchaser written notice thereof within seventy-two (72) hours following the start of any such delay. If it fails to give said notice, the Supplier shall have waived its right to an excused delay based on an act of God or force majeure.

3. PACKING AND SHIPMENT. All packages and/or services included in the P.O. shall be placed on a detailed list of their contents, expressly including the P.O. number. Surcharges will not be accepted for transportation, freight, haulage and/or packing unless the parties agree to them beforehand in writing. All expenses incurred due to the Supplier's failure to produce the Documentation shall be at the Supplier's expense. All goods and/or services must be delivered along with the respective invoice or bill of lading that make mention of the P.O. as well as a copy of the P.O. sent to and previously authorized by the Purchaser.

4. INVOICES AND PAYMENTS. The Supplier shall deliver the original invoice as well as acknowledgment of delivery of the goods or the services rendered. The invoice must comply with all requirements set forth in all applicable legal provisions together with the rest of the Documentation. NO INVOICE WILL BE PROCESSED FOR PAYMENT IF IT IS NOT CLEARLY AND PRECISELY RELATED TO A P.O. The term for the Purchaser to accept invoices is 20 days after they are submitted by the Supplier to the Purchaser's office, on which date the respective acknowledge of receipt thereof will be issued. If an early payment discount has been agreed to, the term for calculating it will begin on the date the invoice is received at the Purchaser's office.

Payment will be made by wiring the funds to the account designated by the Supplier. Payment term will be seventy-five (75) days after the invoice is accepted unless there is an agreement otherwise.

The amount specified in the QUOTE includes all taxes, fees, local taxes and any other charges that apply to the goods and services in the P.O., including but not limited to personal property transfer and service taxes. Therefore, the Supplier shall be liable for all other taxes, fees, local taxes and any other charges that apply now or in the future to goods or to rendering services.

The Purchaser shall pay the invoice(s) submitted by the Supplier provided they comply with the provisions of these T&C, within the timeframe set forth in the cover page of the P.O. or alternately within a previously specified timeframe. The prices included in the P.O. include each and every one of the taxes, encumbrances, rates and any other applicable charges.

Notwithstanding the above, in the case of construction or maintenance services, the Purchaser will withhold twenty percent (20%) of the total project amount until the Supplier has concluded the construction or has finished maintenance to the Purchaser's complete satisfaction.

5. INSPECTIONS, TESTS AND TRANSFER OF OWNERSHIP. The Purchaser and/or the final user shall be entitled to inspect, run tests on and evaluate any of the goods and/or services subject of the P.O. prior to the Supplier sending them to the Purchaser. Furthermore, all products and/or services shall be subject to another inspection and approval by the Purchaser upon receiving them. The transfer of ownership of the goods will take place when the Purchaser receives them and signs a certificate of receipt. If the products and/or services are rejected by the Purchaser, they will remain available to the Supplier who shall once again assume the risk of loss. The inspection as well as the lack of inspection will not exempt the Supplier from its responsibility to supply the goods and/or services according to the requirements of the P.O. nor will it affect in any way the rights, authority, actions or claims that the Purchaser may be entitled to as the result of using defective goods and/or services or of those goods failing to meet the requirements set forth in the P.O.

6. SPECIAL AND/OR ADDITIONAL WORK. When in the Supplier's opinion special and/or additional services are needed but are not included in the Quote, if any, or in the P.O., both parties shall negotiate a mutual agreement. Before beginning to provide a special service or one in addition to what was agreed to in the Quote or in the P.O., said service shall be reviewed and authorized by the Purchaser's project head. Only with the signature of the Purchaser's project head and of the Purchaser's representative may the Supplier provide the service and collect on said special or additional services. The Purchaser shall not pay for special or additional services if the requirements set forth in this Article are not met.

7. WARRANTY. The Supplier warrants and represents that all the goods it manages are its property, that all services and facilities associated with them under the terms of this P.O. are of the best quality and are free of pledges, embargos and encumbrance and free of design, workmanship or material defects, and that they are ideal for the purpose described in the cover page of this P.O. or in the Quote authorized by the Purchaser. In the event of noncompliance, the Supplier shall take all measures necessary at its own expense to correct such noncompliance as soon as possible and it shall report the follow-up thereof to the Purchaser and/or the final user. If the Supplier fails to correct noncompliance quickly, the Purchaser, at the Supplier's expense, shall make the necessary corrections. This guaranty is not only given in favor of the Purchaser but also in benefit of the Purchaser's customers and the final users of the goods and/or services and will last for 5 years as of the date on which ownership of the goods is transferred or the services are provided.

If the goods and/or services do not have the specified quality or are defective, the Purchaser may demand that the Supplier: (i) reimburse the Purchaser for any payment made by the Purchaser for any goods or services that the Company rejects; (ii) repair the goods or complement the service at no cost to the Purchaser; or (iii) reimburse the Purchaser for any expenses it has incurred in repairing the goods or services.

8. PATENTS AND INTELLECTUAL PROPERTY. The Supplier shall indemnify and reimburse if necessary the Purchaser and its executives, employees, agents and representatives and any of its customers who buy or use the goods specified in the P.O. for any loss or damages caused by any claims, demands or lawsuits due to the infringement or alleged infringement of intellectual property rights, including but not limited to trademarks and patents, as the result of the purchase, sale or use of the goods provided under this P.O. and the Supplier shall assume the defense against such demands and pay the resulting costs and expenses incurred therein.

9. ENTREPRENEURIAL ETHICS. The Supplier warrants and represents that: (i) it has not broken nor shall it break any applicable laws or regulations in the performance of its obligations set forth in these T&C; (ii) it has not and will not incur in conduct that violates any anti-corruption or anti-bribery law; (iii) that it (and its owners, managers, directors, workers and agents) have not paid, will not pay, will not offer or promise to pay and will not authorize payments directly or indirectly of anything of value (including but not limited to money or equivalents thereof such as shares of stock, gift certificates, debit cards, traveler's checks, gifts, entertainment, donations or sponsorships, donations to or sponsorships of political campaigns, products, services, discounts, meals, trips, favors, loans, loan collateral, use of property or equipment, employment offers, transportation or payment of expenses or debts) to (a) government employees or officials, (b) employees or officers of any government department, agency or entity, (c) any employee of a corporation or entity owned by the government or under its control, (d) any direct relative of said employees or officers, or (e) any political party, party employee or political candidate, or (f) any other person, owner, officer, director, employee or agent of any company or entity for the purpose of maintaining or obtaining business illegally or inappropriately (including but not limited to any contract, tax exemption or reduced tariff or price, reduced taxes or debt collections or any governmental or administrative approval) for the purpose of causing, requesting or inducing a third party to purchase its goods and/or services; and (iv) that it is thoroughly familiar with and undertakes to abide by the provisions of the Code of Conduct for the Purchaser's Business Partners and in this regard it acknowledges that it has received a copy thereof prior to this act. Furthermore, the Supplier: (i) shall indemnify and hold the Purchaser harmless from any claim, demand, expense or cost occurring as the result of any noncompliance of this Article, (ii) shall permit the Purchaser to inspect or audit its accounting books and records as well as its business dealings whenever the Purchaser believes it is necessary to verify compliance of this Article. The audit may be performed by the Purchaser's representatives or by an auditing firm chosen by the Purchaser to its entire satisfaction. The Supplier shall cooperate in the event of any questions or investigations made by the Purchaser's Ethics and Compliance Group. Any noncompliance of this Article

will constitute a serious breach of these T&C and therefore the Purchaser may terminate them immediately with no further liability without the need of a court ruling.

10. ASSIGNMENTS AND SUBCONTRACTS. The Supplier may not assign its rights or obligations provided in the P.O. or subcontract any part of the P.O. without the prior written consent of the Purchaser.

11. CHANGES. The Purchaser may make changes at any time to the shipping terms and conditions or to packaging instructions, quantities, drawings, designs, specifications, place of delivery and delivery dates of the goods, in which case adjustments will be made to the P.O.

12. TERMINATION DUE TO A BREACH. The Purchaser may terminate all or some of the P.O. with prior notice to the Supplier if the Supplier: (a) refuses to deliver or does not deliver the goods and/or services on the specified dates; (b) breaches any of the provisions of this P.O. or the breach jeopardizes performance hereof; (c) it enters into bankruptcy, insolvency, an arrangement with creditors to avoid bankruptcy, reorganization, court-ordered liquidation or any other similar situation under the terms of the applicable legal provisions. In the event of termination due to a breach, the Purchaser's liability will be limited to paying the price of the goods it has accepted pursuant to the terms of these T&C or the services rendered to the Purchaser's satisfaction, provided they were completed before the notice of termination.

13. UNILATERAL TERMINATION WITHOUT GROUNDS. The Purchaser may terminate some or all of this P.O. at any time because it is in its best interest and in this case its only obligation is to reimburse the Supplier for: (a) goods effectively sent by the Supplier and accepted by the Purchaser up to and on the termination date; and (b) any costs incurred by the Supplier in unfinished products manufactured specifically for the Purchaser, and that are not standard products or part of the Supplier's line of products prior to the termination date. Said amount will be the only indemnity the Supplier will receive and it hereby agrees to said indemnity, declaring it to be proper and sufficient. Under no circumstance will the Purchaser or the final user be liable for lost profits or for the loss of expected profits in the event of an early termination nor will the reimbursement exceed the value of the P.O. The Purchaser shall give the Supplier written notice of termination.

14. SUSPENSION OF THE PURCHASE ORDER. The Purchaser may suspend some or all of the work requested in this P.O. with a prior written notice thereof sent to the Supplier's address. Once it receives said notice, the Supplier shall take all reasonable steps to minimize expenses during the suspension period. The Purchaser may choose to cancel the work suspension at a later date by making a fair adjustment to the delivery schedule or to the price or it may cancel the P.O. under the terms of these T&C. In the event of a suspension, the Purchaser must make clear mention that it is a suspension and not termination and shall give a tentative date for rescheduling deliveries.

15. CONFIDENTIAL INFORMATION. The Supplier undertakes to not make use of the data, designs, drawings, specifications or other information disclosed by the Purchaser unless it is indispensable for performing the provisions of the P.O. The Supplier further undertakes to not disclose said data, designs, drawings, specifications or other information to third parties unless it is indispensable for performing the provisions of the P.O. In the latter case,

disclosure shall be made with the same use and disclosure restrictions mentioned above. Once the P.O. has concluded or been terminated early, the Supplier shall return all the data, designs, drawings, specifications and other information to the Purchaser at its request, including but not limited to copies made by the Supplier. The P.O. and these T&C are confidential between the Purchaser and the Supplier under the terms hereof the Supplier has the obligation to not publish or disclose them to third parties without the Purchaser's prior written consent.

16. RISK OF LOSS. The Supplier assumes the following risks: (a) all the risks of loss or damage to the goods, work in progress, materials and other assets until ownership of them is transferred under the terms provided herein, (b) all the risks of loss or damage inflicted on third parties and their property until ownership of them is transferred under the terms provided herein, (c) all the risks of loss or damage to any goods received by the Purchaser or by the Purchaser's suppliers until ownership of them is transferred by delivery thereof to the Purchaser or its customers, and (d) all the risks of loss or damage to some or all of the goods rejected by the Purchaser, from the moment they are returned to the Supplier until they are delivered again to the Purchaser. The Supplier shall further indemnify the Purchaser for all damages caused by delays, bad quality or defects of the goods or services. Said damages shall consider consequential damages, lost profits, foreseeable and unforeseeable damages as well as indirect and moral damages and any other damages or losses that the Purchaser may have due to the goods and services. On the other hand, the Purchaser shall not answer to the Supplier or third parties related to the Supplier for expected profits, lost profits, unfinished work or moral or consequential losses or damages associated with the P.O. or the contracted goods or services and will only be liable for indirect damages up to the value of the acquired goods or services rendered, with the proviso that said damages may not exceed the amount of the acquired goods or services rendered during thirty days after the date on which the damage is caused. All the patterns, matrices, molds, templates and devices provided by the Purchaser to the Supplier or specifically paid by the Purchaser shall be removed by the Supplier upon termination of the P.O. and will be used only to fill the Purchaser's P.O.'s.

17. INSURANCE AND INDEMNITY. The Supplier undertakes to indemnify and hold the Purchaser and its executives, agents and employees harmless from any claim or obligation (including expenses) from injuries to or the death of persons or damages to any or all of the goods due to an act or omission by the Supplier, its agents, employees or representatives or caused by goods or services provided by the Supplier, except to the extent that said damage is caused solely and directly due to the Purchaser's negligence. The Supplier shall maintain general liability insurance for this purpose and policies that cover contractual performance and product quality at the minimal amount acceptable to the Purchaser. The Supplier, at the Purchaser's request, shall produce certificates evidencing such coverage and policy payments.

18. INDEPENDENT CONTRACTORS. The Supplier warrants and represents that it is an independent contractor. Neither the Supplier nor its employees are and are not deemed to be employees of the Purchaser for any purpose nor will the Purchaser be responsible towards the Supplier and its employees nor is it a member of the governing body of its

corporation nor does it receives a salary, compensation, bonuses or pay taxes related to providing the services or delivering or selling the goods described in the P.O. The Supplier will indemnify and hold the Purchaser harmless from any labor claims filed by the Supplier's employees.

19. LAWS AND REGULATIONS. The Supplier shall abide by all applicable laws, including but not limited to regulations and standards concerning industrial safety, employment, Social Security laws and regulations and any applicable environmental law on controlled substances.

20. NOTICES. Any notices or communication between the parties under these T&C shall be in writing and will be valid as of the date on which they are received. Said notices and/or communication shall be delivered in person or sent by fax or by registered mail with acknowledgement of receipt and postage paid, to the fax numbers or addresses given below unless the addressee has given notice of a change of fax number or address to the other party as provided in this Article. In that case, the notices and/or communication shall be sent to the new fax number or address. The parties give as their fax numbers and addresses the ones mentioned in the P.O. for all matters dealing with these T&C.

21. TOTAL UNDERSTANDING. These T&C constitute the total understanding and agreement between the Supplier and the Purchaser regarding the goods and services and supersede and nullify any other written or oral contract, covenant or agreement of any kind made prior to these T&C.

22. AMENDMENTS AND WAIVERS. These T&C may only be amended by a prior written agreement executed by the Supplier's and the Purchaser's agents. Any delay by the parties in exercising their rights as provided by these T&C or applicable law shall not be construed under any circumstance to be a waiver thereof and any waiver of rights must be expressed in writing and signed by the attorney-in-fact of the party so waiving. Furthermore, the individual or partial exercise of the rights provided by these T&C shall not be construed as a waiver of any other contemporary or future right.

23. GOVERNING LAW AND JURISDICTION. These T&C shall be governed by the laws of the Republic of Panama. The parties submit any and all matters related to the interpretation and enforcement of these T&C to the jurisdiction of the courts of Panama City and hereby irrevocably waive their right to be tried in the courts of their domicile and waive the jurisdiction of any other forum they may be entitled to claim because of their domicile or for any other reason.

24. SEVERABILITY. If any of the provisions of these T&C are held to be invalid or unenforceable, the remaining provisions of these T&C will be legally effective and in force.

25. HEADINGS. The headings of these terms and conditions are included to facilitate reading and do not affect the interpretation of these T&C.