



SUPPLY CONTRACT BETWEEN THE SUPPLIER COMPANY HEREIN AFTER KNOWN AS THE SELLER AND SCHUNK CARBON TECHNOLOGY SA DE CV HEREIN AFTER KNOWN AS THE BUYER

1. Purpose

The seller is binding upon to provide the buyer with manufacturing, and selling various goods, and products, which were detailed in the document entitled Scheduling Agreements. The buyer is binding upon to receive and pay the seller the price agreed through the acceptance of scheduling agreements, provided that the goods and products has met all the specifications, quantities, on time, in price and, according to transportation and shipping form specified by the buyer in each scheduling agreement.

2. Acceptance and Governing Provisions

For the execution of this contract the parties submit to the specifications mentioned in the scheduling agreement, which do not constitute an acceptance of, any offer to sell, but should be considered an offer to buy that could be accepted only with the explicit acknowledgment, through the devolution of copy to Schunk Carbon Technology S.A. de C.V. (buyer) within 10 days from the date set on the order. Scheduling agreement shall constitute, since its acceptance, the entire agreement between the parties in this contract (except, for any additional warranties given by Seller) superseding, any, and all previous, or contemporaneous communications, and negotiations. Acceptance of the offer to purchase is expressly conditioned upon seller's assent to this contract. Any attempt by Seller to vary in any way the exact terms, and conditions herein in, any acceptance, acknowledgment, confirmation, or otherwise containing additional, inconsistent or different terms, and conditions is hereby expressly objected to, and rejected. Unless specifically agreed to in writing by Buyer, no additional, or different term, or provision (except additional warranties given by Seller) of any quotation, acknowledgment, invoice, or other form supplied by Seller shall become part of the contract notwithstanding Buyer's failure to specifically object to such term, or provision.

3. Governing Law and Forum

The parties agree that this contract shall be governed, by, and interpreted in accordance with the laws of the State of Mexico, and in case of dispute; the parties are subject to the provisions in Clause 22 of this instrument. Any controversy, or claim arising out of a scheduling agreement, and acceptance of these, or any suspected violation of any of its specifications constitutes a violation of this contract.

4. Price, Delivery and Charges

Delivery must be made in the quantities, and within the times (which is of the essence) at the prices, and in accordance with the shipping, and routing instructions specified by Buyer, except that Buyer shall receive the benefit, of any price reductions by Seller made effective after receipt of the order, but before delivery. Failure of Seller to comply with each requirement shall entitle Buyer the right, in addition to any other action, or remedies to cancel this contract, and be relieved of all liability, for any



undelivered portion this situation will be only responsibility of the seller with liability, for damages incurred to buyer its successors assign, and its customers whether direct, or indirectly, for

breaches in price, packaging, delivery, quality specifications, or any instruction which has been accepted by the seller, when accepting the scheduling agreement, and hence to sign this contract. Any failure by buyer to exercise its rights, and remedies with respect of any delivery is not considered that these cannot be exercised regarding subsequent deliveries.

Seller shall not unreasonably anticipate delivery by purchasing materials, or manufacturing quantities more than what is reasonably required to meet Buyer's delivery schedule. Items received in advance, of Buyer's delivery schedule may at Buyer's option be returned at Seller's expense, or be accepted, and payment withheld until the scheduled delivery date. Seller warrants that the price charged, for goods, or services covered by this order is the lowest price charged, by Seller to buyers of a class like Buyer, under conditions like those contained in this order. Buyer will not be liable, for any packing, cartage, shipping or other charges, or any tax duties, customs or other assessments in connection with this purchase, or delivery except such as are expressly set forth in the order. The period of any cash discount offered by Seller will begin at the time the goods, or invoices are received (whichever is later), and not from the date appearing on the invoice.

5. Invoices

It must issue an invoice, for each individual shipment, or scheduling agreement made. All invoices, memos, and purchase bill of lading must be dated, and must be arrived on the day of delivery, or before. All bills must be mailed to Buyer to its main office: Acueducto del Alto Lerma No. 6, Zona Industrial Ocoyoacac C.P.52740, Ocoyoacac, Estado de México, México.

6. Freight and Shipping

All scheduling agreements will be shipped in accordance with the instructions given by Buyer. Buyer will identify any damage to the goods and notify Seller of such damage. See annex 1 for international packing and annex 2 for guideline for shipments to Mexico.

7. Packaging

Delivery Documentation: Unless otherwise be the instruction of Buyer, Seller shall use the best practices of commercial packaging. Each package, bill of lading, invoices, and shipping memorandum should be marked with the number of scheduling agreement. Annex 2, Guideline for shipments to SCT - MX.

8. Inspection

All goods purchased hereunder, and in the scheduling, agreements shall be subject to inspection, and testing by Buyer at any reasonable time in advance during, or after the manufacturing, and delivery. Notwithstanding any payment that may be made, no goods shall be deemed to be accepted until Buyer has had a reasonable opportunity to inspect them. If any incoming inspection, or test is to be made on the premises of Seller, Seller without additional charge shall provide all reasonable facilities, and



assistance, for the safety, and convenience of the inspectors in the performance of their duties. Buyer's inspection shall not constitute a waiver, or limit, or impair, or be used as a defense to the right of subsequent rejection, by reason of any undiscovered or latent defect.

9. Warranty

In addition to any warranties provided by law Seller warrants that goods provided must comply with the terms agreed in everything concerning the specifications of Buyer, and shall be free from defects in materials, and workmanship, for a period of 18 months from the date of delivery to the buyer or 12 months from the Buyer delivers such goods to its customers, whichever occurs first. Except for goods delivered in accordance with the design of the Buyer, Seller also warrants that this sale, or use of goods will not infringe, or contribute to infringement of any patent copyright, or trademark in Mexico. The foregoing warranties shall survive inspection, delivery use, and payment, and shall run in favor of Buyer, its successors, assigns and its customers whether direct, or indirectly.

10. Toolings

All tools, gauges, dies, molds, engravings, plates, electrodes, anvils, fixtures and patterns furnished by Buyer or which Buyer authorizes in writing the Seller to acquire, for work on the orders shall remain the property of Buyer. Such property shall be identified, and marked as Buyer's property, and shall be held by Seller at Seller's risk, and maintained by Seller at its expense in good repair, and suitable operating condition to do the work. Such property may be removed from Seller's plant at any time by Buyer without additional liability to Seller. Seller shall insure such property against damage, or loss.

11. Proprietary Information

Seller agrees not to assert any claim against the Buyer by reason of use, of any information concerning Seller's products, methods, or manufacturing processes which Seller must be disclose to Buyer as a part to the provision of the goods covered in this contract, and scheduling agreements shall, unless otherwise specifically agreed in writing.

12. Remedies

In addition to all rights, and remedies provided by law if any goods ordered hereunder shall be found to be unsatisfactory, defective, or inferior in quality as specified by the buyer, or any other requirements of the scheduling agreements (including, but not limited to Seller's warranties) buyer may at its option, retain such goods at an adjusted price hold such goods at Seller's risk, and expense pending Seller's specific instructions, or return them to Seller, for replacement, credit, or refund, as Buyer shall direct. Buyer, its successors, assigns, and its customers whether direct, or indirectly shall be reimbursed by Seller, for all costs, and expenses incurred in connection with the storage, handling, packing, replacing, installing, and/or transporting of any nonconforming goods; and Seller shall assume all risk of loss, or damage in transit to goods returned by Buyer pursuant hereto.



13. Hazardous Material

Seller must include Material Safety Data Sheets (MSDS), and hazardous warning labels with each hazardous item. Hazardous materials include any material defined such as under each country's governing standards regarding hazardous materials.

14. Indemnification by Seller

Seller shall indemnify Buyer, its successors and customers (whether direct or indirect), for all losses damages, and expenses (including attorneys' fees, and other costs of defending any action), which they, or any of them may sustain or incur as a result of Seller's performance covered this contract, and scheduling agreements, or as a result of a claim of negligence, breach of warranty, strict liability in tort, or based on any other theory of law in relation to goods furnished under scheduling agreement, or as a result of any claims that the goods, or services provided by Seller fail, or not comply with any federal, state, or local laws. Except, for goods ordered in accordance with Buyer's design, or specifications. Seller shall indemnify Buyer its successors, assigns, and customers (whether direct or indirect) against any, and all losses, damages and expenses (including attorneys' fees, and other costs of defending any infringement action) which they, or any of them may sustain, or incur in any action alleging that the sale, or use of the goods covered by this contract, and scheduling agreements infringe, or contribute to the infringement of any patent copyright, or trademark in the United States or elsewhere.

15. Compliance with Law

Seller shall comply with laws, rules, and regulations, and all federal, state and local in connection with the performance of this contract.

16. Incoterms

Seller shall maintain coverage as required by the Incoterm 2010 shown in this document.

17. Assignment

Seller shall not assign, or subcontract the work done hereunder without the written consent of Buyer, but this provision shall not restrict the Seller in the procurement of component parts, or materials.

18. Changes

No modification of this order may be made except by means of a formal written change order issued by Buyer. Buyer reserves the right to modify scheduling agreements (including without limitation the specifications, quantities, and delivery dates), and any difference in the price or time for performance resulting therefrom shall be equitably adjusted. Buyer may at its option terminate this contract, and scheduling agreements if there is no agreement on equitable adjustment referred to above. Claims, for equitable adjustment must be asserted by Seller within ten (10) days of receipt of Buyer's change order.



19. Cancellation/Termination by Buyer

Buyer shall have the right to cancel, or terminate this contract, and therefore scheduling agreements according to their convenience, and / or without cause the responsibility of the buyer, for the cancellation of this contract, or scheduling agreements be limited to Seller's actual cost, for work, and materials applicable solely to the orders which shall have been expended when notice, of cancellation/termination shall be received by Seller. Additionally, buyer may at its option terminate this contract, and cancel scheduling agreements without liability to Seller (except for conforming shipments previously accepted by Buyer) in the event Seller shall cease to exist, or become insolvent, or be subject of bankruptcy, or insolvency.

20. Limitation of Liability

Buyer shall not be liable to Seller, for any incidental, consequential, special, or punitive damages. In any event the buyer shall be liable for the amount which exceeds the purchase price of the goods covered by scheduling agreement, or orders arising in this contract, and against whom, or which the claim is made.

21. Entire Agreement

The parties agree that there are no understandings, agreements or representations, express or implied, not specified in this contract, and the terms, and conditions specified in the scheduling agreement, and this instrument contains the entire agreement between Seller, and Buyer. If it had previous agreements, these will not take effect against the terms, and conditions agreed in this document, and the commercial uses can not to be supplement, for the interpretation of what contains this contract.

22. Arbitration of the International Chamber of Commerce

Both parties agree that in the event of default, contingencies, or legal disputes involving the need to conduct a legal dispute will be submitted first to arbitration established by the International Chamber of Commerce because among the available dispute resolution alternatives to the courts, arbitration is, by far the most commonly used internationally.

All disputes arising out, of or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules."

The place for resolving any disputes will be in Mexico City.



ANNEX 1

WOODEN PACKAGE REGULATIONS

This document refers to the decree published August 16, 2012 in Official Journal, NOM- 144 SEMARNAT-2012, by the Ministry of Natural Resources of Mexican Republic.

That it is necessary for Mexico to establish the procedures and requirements that allow people who use wood packaging for the international trade of goods and merchandise, to comply with the international phytosanitary regulations; Therefore, in order for Mexico to comply with the International Plant Protection Convention, it is necessary to adapt the corresponding national regulations with ISPM No. 15. Approved treatments are: "Heating Treatment (HT)" and "Methyl Bromide (MB)".

Certificates must show application of internationally recognized products for phytosanitary treatment, prevention and elimination, including visually stamped/sealed on packages employed, against plagues, its introduction and dispersion.

Import cargoes into Mexican ports, airports and terminals will be inspected by the Ministry of Public Health, and all cargo arrivals not complying with this decree will be confiscated, fined, placed on quarantine, treated locally, destroyed or eventually returned to origin.

We request your support in order to avoid logistics difficulties.

IMPORTANT: All expenses resulting from not following instructions on this document will be charged to the supplying company.

ANNEX 2

GUIDELINE FOR SHIPMENTS TO SCT-MX

These instructions apply to all shipments being sent to Schunk Carbon Technology (here after referred to as SCT). All charges for shipments that do not follow these instructions will be charged back to the shipper.

A) SHIPMENTS FROM USA AND CANADA

Shipping documents should be sent by e-mail or fax the day of shipment:

1. Invoice or proforma invoice.
2. Certificate of origin. Please find attached the instructions to fill the Certificate of Origin. These instructions must be followed exactly.
3. Name and tracking information of the shipper.

B) SHIPMENTS FROM EUROPEAN UNION

Shipping documents should be sent by e-mail or fax the same day of shipment:

1. Invoice or proforma invoice. This document must have the declaration of origin word by word as follows:



The exporter of the products covered by this document (customs or competent governmental authorization No. (1)) declares that, except where otherwise clearly indicated, these products are of ... preferential origin (2).

Date and place

Signature

Full name

(1): Write the number of authorized exporter.

(2): Write the name of the country where the products were produced. If it's more than one European country writes "European Union".

2. Certificate of origin EUR1. Please find attached the instructions to fill the

EUR1. These instructions must be followed exactly. This document is not needed for shipments under €6,000 and is not needed if the declaration of origin in the invoice shows the Export Authorization Number.

3. Name and tracking information of the shipper.

If any doubt, further consultation can be done in Annex III and its 5 Appendices to Decision

Nr. 2/2000 of the EC-Mexico Joint, Council of 23 March 2000.

NORTH AMERICAN FREE TRADE AGREEMENT CERTIFICATE OF ORIGIN INSTRUCTIONS

For purposes of obtaining preferential tariff treatment, this document must be completed legibly and in full by the exporter and be in the possession of the importer at the time the declaration is made. This document may also be completed voluntarily by the producer for use by the exporter. Please print or type:

FIELD 1: State the full legal name, address (including country) and legal tax identification number of the exporter. Legal taxation number is: in Canada, employer number or importer/exporter number assigned by Revenue Canada; in Mexico, federal taxpayer's registry number (RFC); and in the United States, employer's identification number or Social Security Number.

FIELD 2: Complete field if the Certificate covers multiple shipments of identical goods as described in Field # 5 that are imported into a NAFTA country for a specified period of up to one year (the blanket period). "FROM" is the date upon which the Certificate becomes applicable to the good covered by the blanket Certificate (it may be prior to the date of signing this Certificate). "TO" is the date upon which the blanket period expires. The importation of a good for which preferential treatment is claimed based on this Certificate must occur between these dates.

FIELD 3: State the full legal name, address (including country) and legal tax identification number, as defined in Field #1, of the producer. If more than one producer's good is included on the Certificate, attach a list of additional producers, including the legal name, address (including country) and legal tax identification number, cross-referenced to the good described in Field #5. If you wish this information to be confidential, it is acceptable to state "Available to Customs upon request". If the producer and the exporter are the same, complete field with "SAME". If the producer is unknown, it is acceptable to state "UNKNOWN".



FIELD 4: State the full legal name, address (including country) and legal tax identification number, as defined in Field #1, of the importer. If the importer is not known, state "UNKNOWN"; if multiple importers, state "VARIOUS".

FIELD 5: Provide a full description of each good. The description should be sufficient to relate it to the invoice description and to the Harmonized System (H.S.) description of the good. If the Certificate covers a single shipment of a good, include the invoice number as shown on the commercial invoice. If not known, indicate another unique reference number, such as the shipping order number.

FIELD 6: For each good described in Field #5, identify the H.S. tariff classification to six digits. If the good is subject to a specific rule of origin in Annex 401 that requires eight digits, identify to eight digits, using the H.S. tariff classification of the country into whose territory the good is imported. FIELD 7: For each good described in Field #5, state which criterion (A through F) is applicable. The rules of origin are contained in Chapter Four and Annex 401. Additional rules are described in Annex 703.2 (certain agricultural goods), Annex 300-B, Appendix 6 (certain textile goods) and Annex 308.1 (certain automatic data processing goods and their parts). NOTE: In order to be entitled to preferential tariff treatment, each good must meet at least one of the criteria below.

Preference Criteria

A The good is "wholly obtained or produced entirely" in the territory of one or more of the NAFTA countries as referenced in Article 415. Note: The purchase of a good in the territory does not necessarily render it "wholly obtained or produced". If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(a) and 415)

B The good is produced entirely in the territory of one or more of the NAFTA countries and satisfies the specific rule of origin, set out in Annex 401, that applies to its tariff classification. The rule may include a tariff classification change, regional value content requirement, or a combination thereof. The good must also satisfy all other applicable requirements of Chapter Four. If the good is an agricultural good, see also criterion F and Annex 703.2. (Reference: Article 401(b))

C The good is produced entirely in the territory of one or more of the NAFTA countries exclusively from originating materials. Under this criterion, one or more of the materials may not fall within the definition of "wholly produced or obtained", as set out in Article 415. All materials used in the production of the good must qualify as "originating" by meeting the rules of Article 401(a) through (d). If the good is an agricultural good, see also criterion F and Annex 703.2. Reference: Article 401(c).

D Goods are produced in the territory of one or more of the NAFTA countries but do not meet the applicable rule of origin, set out in Annex 401, because certain non-originating materials do not undergo the required change in tariff classification. The goods do nonetheless meet the regional value content requirement specified in Article 401 (d). This criterion is limited to the following two circumstances:

- 1 . The good was imported into the territory of a NAFTA country in an unassembled or disassembled form but was classified as an assembled good, pursuant to H.S. General Rule of Interpretation 2(a), or
- 2 . The good incorporated one or more non-originating materials, provided for as parts under the H.S., which could not undergo a change in tariff classification because the heading provided for both the good and its parts and was not further subdivided into subheadings, or the subheading provided for both the good and its parts and was not further subdivided.



NOTE: This criterion does not apply to Chapters 61 through 63 of the H.S. (Reference: Article 401(d))

E Certain automatic data processing goods and their parts, specified in Annex 308.1, that do not originate in the territory are considered originating upon importation into the territory of a NAFTA country from the territory of another NAFTA country when the most-favored-nation tariff rate of the good conforms to the rate established in Annex 308.1 and is common to all NAFTA countries. (Reference: Annex 308.1)

F The good is an originating agricultural good under preference criterion A, B, or C above and is not subject to a quantitative restriction in the importing NAFTA country because it is a "qualifying good" as defined in Annex 703.2, Section A or B (please specify). A good listed in Appendix 703.2B.7 is also exempt from quantitative restrictions and is eligible for NAFTA preferential tariff treatment if it meets the definition of "qualifying good" in Section A of Annex 703.2. NOTE 1: This criterion does not apply to goods that wholly originate in Canada or the United States and are imported into either country.

NOTE 2: A tariff rate quota is not a quantitative restriction.

FIELD 8: For each good described in Field #5, state "YES" if you are the producer of the good. If you are not the producer of the good, state "NO" followed by (1), (2), or (3), depending on whether this certificate was based upon: (1) your knowledge of whether the good qualifies as an originating good; (2) your reliance on the producer's written representation (other than a Certificate of Origin) that the good qualifies as an originating good; or (3) a completed and signed Certificate for the good, voluntarily provided to the exporter by the producer.

FIELD 9: For each good described in field #5, where the good is subject to a regional value content (RVC) requirement, indicate "NC" if the RVC is calculated