

ANA GLOBAL

Agreement for Green Procurement

This Agreement is made and entered in to as of _____, 2020 by and between ANA DE MEXICO, S.A de C.V. and _____ (here in after refereed to as “SELLER”) regarding environmental protection for finished products, parts and materials (hereinafter referred to as the “Applicable Items”) purchased by, ANA DE MEXICO, S.A. DE C.V.

The parties here to agree as follows:

Article 1 Establishment of an Environmental Management System

Fraction 1.- SELLER shall establish a management system for environmental protection (here in the alter referred to as the “Environmental Management System” to satisfy the requirements of ANA DE MEXICO, S.A. DE C.V. regarding the environment (hereinafter referred to as the “Requirements”)for all Applicable Items delivered by SELLER to ANA DE MEXICO,S.A. DE C.V.

Fraction 2.- In this Agreement, the term “Requirements” means instructions and requirements given by ANA DE MEXICO to SELLER based on documentation such as “Green Procurement Guidelines” established by ANA DE MEXICO, S.A. de C.V.

Article 2 Compliance with Environmental Laws and Regulation etc.

Fraction 1.-In the course of its business activities, SELLER shall comply with laws and regulations concerning environmental protection, such as pollution prevention and appropriate disposal of wastes, and shall work to reduce the impact on the environmental arising from such business activities. SELLER shall further its business activities with an understanding of the environmental protection policies of ANA DE MEXICO, S.A. DE C.V.

Article 3 Disclosure of information.

Fraction 1.- If one of the following is requested by ANA DE MEXICO, S.A. DE C.V., SELLER shall promptly respond to the request and submit the relevant documents.

- 1).- Disclosure of information relating to the substances container in the Applicable items.
- 2).- Documentation proving that substances which use is prohibited are not contained in component parts or materials of the Applicable Items.

Article 4 No inclusión of prohibited substances

Fraction 1.- SELLER shall not use any substances in the Applicable Items, which use is prohibited or restricted by any laws/ regulations or is prohibited or restricted pursuant to any instruction from ANA DE MEXICO, S.A. DE C.V.

Article 5 Audit of the Operations of the Environmental Management System

Fraction 1.- ANA DE MEXICO, S.A. DE C.V. designated third party such as a public organization, customer of ANA DE MEXICO, S.A. DE C.V., and so on (hereinafter referred to as “Designated third Party”) may visit the offices, plants or other facilities of SELLER and audit the operations of SELLER’S Environmental Management System subject to prior notification to SELLER.

Fraction 2.- In the audit. In the preceding clause, ANA DE MEXICO or Designated Third Party may request SELLER to present or submit necessary documentation, and SELLER shall not refuse it unreasonably.

Fraction 3.- If ANA DE MEXICO presents problems identified as a result of the audit. In Clause 1 to SELLER and requests improvement of the problems, SELLER shall, in accordance with the

instructions of ANA DE MEXICO, S.A. DE C.V., improve the problems presented by ANA DE MEXICO, S.A. DE .C.V., and report the results to ANA DE MEXICO.

Article 6 Notification and Response Obligations.

Fraction 1.- If SELLER discovers that any substances set forth in Article 4, is used in the delivered Applicable Items, in violation of laws / regulations or the instructions, of ANA DE MEXICO , SELLER shall immediately notify ANA DE MEXICO, S.A. DE C.V. of the fact, and shall, at its own costs and expenses and in accordance with the instructions of ANA DE MEXICO, S.A. DE C.V. undertake all appropriate measures, such as taking back or recalling such delivered Applicable Ítems, and shall indemnify ANA DE MEXICO S.A. de C.V. from any damages suffered by ANA DE MEXICO, S.A. DE C.V.

SELLER shall also undertake necessary measures to ensure that the Applicable Items to be delivered thereafter do not violate any laws / regulations or instructions of ANA DE MEXICO, S.A. DE C.V.

Fraction 2.- Is any environmental dispute arises with a third party with respect to the Applicable Ítems, SELLER shall, at its costs, expenses and responsibilities settle such dispute and shall indemnify ANA DE MEXICO, S.A. DE C.V. form any damages suffered.

Article 7 Change in an important matter

Fraction 1.- If any of the following changes Hill occur with regard to the Applicable Ítems, SELLER shall submit written documentation in advance to ANA DE MEXICO, S.A. de C.V. clearly indicating the reason therefore, and shall obtain the prior written approval of ANA DE MEXICO S.A.DE C.V.

(1).- Changes in design (changes in specifications, mechanism, component parts and materials, and so on)

(2).- Changes in manufacturing location or processes, or new addition, changes, or elimination of SELLER'S manufacturing subcontractors.

(3).- Other changes affecting the environment

Article 8 Management of Manufacturing Subcontractors etc.

Fraction 1.- When SELLER delivers to ANA DE MEXICO S.A. de C.V. the Applicable Ítems manufactured in whole or in part by SELLER'S manufacturing subcontractor or another third party manufacturer, SELLER shall ensure that the subcontractor and the manufacturer of said Applicable Items are given sufficient understanding of the content of this Agreement, and SELLER shall provide instruction and management to ensure that the Requirement are satisfied appropriately.

Fraction 2.- In the case described in the preceding clause, upon notifying SELLER in advance, ANA DE MEXICO, S.A. de C.V. may directly give the pertinent subcontractor and manufacturer instructions necessary for ensuring that the Applicable Items meet Requirements.

Fraction 3.- Even if SELLER delivers to ANA DE MEXICO S.A. de C.V. the Applicable Ítems manufactured by the subcontractor or the manufacturer, SELLER shall not be released from the responsibilities set forth in this Agreement.

Article 9 Compensation for Damages.

Fraction 1.- SELLER shall indemnify and hold ANA DE MEXICO, S.A. de C.V. harmless from and against any and all expenses and damages suffered by ANA DE MEXICO due to SELLER'S breach of or failure to comply with any provision of this Agreement.

Article 10 Duration

Fraction 1.- This Agreement shall come into effect on the date _____,2020, and shall remain in effect for one (1) year, provided that this Agreement shall be automatically renewed for another one (1) year and thereafter on a year-to- year basis following the expiration of the original or, as the case

may be, any extended period of this Agreement unless either party notifies in writing its intent not to extend this Agreement at least two (2) months prior to the expiration of that period.

Article 11 Arbitration

Fraction 1.- All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be settled through friendly consultations between the parties. If the dispute, controversy or difference cannot be settled within Sixty (60) days from the first date of consultation, the dispute, controversy or difference shall be finally settled by California Civil Code or pursuant to another local, state, or federal enactment.

Article 12 Entire Agreement

Fraction 1.- This Agreement constitutes the entire and only agreement between the parties hereto as to the subject matter contained herein and supersedes all previous understandings, commitments and agreements whether oral or written relating to the subject matter hereof, and no modification, amendment or supplement of this Agreement shall be binding upon the parties hereto except by mutual express written consent of a subsequent in date signed by an authorized representative or officer or each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers or representatives duly authorized thereunto as of the date first above written.

ANA DE MEXICO S.A. DE C.V.
VICTOR HUGO ALCANTAR
LEGAL REPRESENTATIVE

SELLER _____

NAME _____

DATE _____