



General Terms and Conditions for Purchasing by the Deutsche Telekom Group (GTC Purchasing)

Part B: Specific terms for Mexico.

1. Quality Management, Environmental Protection

Contractor has to adhere to Customer's requirements for quality management and environmental protection. If stipulated in the specification, Contractor shall document the application of a quality management system in accordance with applicable Mexican and/or international regulations regarding quality management and protection of the environment.

2. Default

- (1) In the event of default, the Federal Mexican statutory provisions shall apply, unless otherwise provided for below.
- (2) Also a default of Customer with regard to payment shall require a prior reminder of no avail from Contractor.
- (3) If a penalty is agreed, Customer may reserve the contractual penalty right any time up to the final payment.

3. Product Liability

- (1) Insofar as Contractor is accountable for a damage on the basis of product liability, Contractor undertakes to indemnify Customer against any claims for damages by third parties upon first written request.
- (2) In addition, Customer shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular those incurred by product recalls. Customer shall notify Contractor of the type and scope of recall actions, if this is possible and can be reasonably expected.
- (3) Customer shall immediately inform Contractor of the assertion of claims based on product liability and shall not make any payments or recognize any claims without consultation with Contractor.
- (4) Other statutory claims shall remain unaffected.

4. Transfer of Risk, Acceptance, Inspection for Defects

- (1) For the transfer of risk and title the statutory provisions shall apply, unless otherwise agreed.
- (2) The supply of movables which are to be manufactured or produced as well as installation services require a written acceptance by Customer. The transfer of risk occurs with acceptance. Any implied acceptance, in

particular by Customer's use of the products or services, is excluded.

- (3) Apart from that with regard to deliveries, the risk is transferred to Customer upon arrival at the place of receipt and upon counter-signing of the delivery note. Upon delivery, Customer shall inspect the delivery only for obvious defects (identity, completeness and damages in transit). In the case of large-scale deliveries, Customer shall be allowed to narrow the inspection to random checks. In all other respects, the Civil and Trade Mexican Regulations shall apply.

5. Liability for Defects

- (1) Contractor shall be liable for defects during the periods prescribed by statute, commencing on the date of transfer of risk or, if acceptance has been provided for, upon acceptance by Customer, and guaranteeing the contractual and defect-free condition and defect-free functioning of the products or services for which Contractor is responsible. The period of liability is extended by the time the products or services can not be used correctly.
- (2) The statutory provisions shall apply to defects arising during the limitation period for claims for defects. Contractor is obliged to bear the cost of all expenses arising in connection with the liability for defects. Other statutory claims available to Customer shall remain unaffected.
- (3) Unless longer limitation periods are provided by law, Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or Customer becomes aware of the defect of title otherwise.

6. Work permit/residence permit

- (1) Where employees, vicarious agents or subcontractors without Mexican citizenship are deployed, Contractor hereby assures that all necessary official approvals have been obtained. Under no circumstances may employees, vicarious agents or subcontractors who are not in possession of a valid work permit and a valid residence permit be deployed. Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with these requirements.

- (2) As an independent contractor, Contractor shall undertake to properly submit any value-added tax received to the tax office and to independently and properly pay the applicable taxes on any remuneration received from Customer.

7. Deployment Bans

- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months from the termination of their employment, if they have received severance payment in connection with termination of employment. If Customer's specialist unit affected thereby has not already issued a written exclusion in advance in the specific instance, a general deployment ban shall exist in addition – regardless of the type of employment on which this is based – for employees of the Deutsche Telekom Group working directly or indirectly for Contractor, who are borrowed or were otherwise taken over or are employed by Contractor or a third party (e.g., by dispatch, assignment or granting leave, etc.) exclusively or essentially with the goal of using these persons to provide services for the Deutsche Telekom Group.
- (2) Against this background, Contractor, in turn, shall undertake to ensure that in providing its service to Customer, the retired civil servants stated in subsection 1 or personnel as defined by subsection 1, sentence 3, shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in subsection 1 are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) If Contractor violates the provisions of this section Customer shall be entitled to terminate the agreement for good cause. Customer also expressly reserves the right to assert damage claims due to such violation.

8. Invoices, Terms of Payment, Taxes

- (1) The payment period shall be the one specified in the Purchase Order. The payment period shall commence on the first day after receipt in the Accounts Payable Department, of the verifiable invoice which meets the fiscal requirements in Mexico, but not before performance/acceptance of the service or product. At Customer's discretion, the payment will be executed within 30 calendar days, applying a 3% discount off the respective invoice. Customer will make payments only on Fridays, provided that if the payment is due on

Monday or a Holiday, payment shall be made until next Friday ("Payment Date"). The date on which Customer submits the remittance order shall be authoritative for compliance with the payment period, whereby the period between the end of the payment period and the specific Payment Date shall not be taken into account.

- (2) Parties hereby agree to fulfill their respective tax obligations and any other fiscal charges that pursuant to the applicable laws they may have to pay during the term of the services. All taxes deriving from the services shall be applicable to the Party that under applicable laws must bear them.

9. Assignment of claims

Contractor's claims against Customer may only be assigned with the express written consent of Customer's procurement unit.

10. Term

The duration of the services shall be indicated in the Purchase Order. In case that the Purchase Order sets forth a specific date for delivery of the Supplies, the Purchase Order shall expire on the fifth working day after acceptance of such Supplies by Customer; in the event that partial or periodical deliveries had been agreed upon, said term shall start after Customer's last acceptance. The preceding shall not apply in the event that the Contractor defaults or is subject to delays in connection with the rendering and/or delivery of the Supplies; in this case, Customer, at its sole discretion and without any responsibility on its part, shall have the right to: 1) apply the penalty in an amount equivalent of up to ten percent of the value of the Purchase Order or else, equivalent to one percent thereof, per calendar day of delay in the rendering and/or delivery of the Supplies, at Customer sole discretion, and/or 2) terminate the Purchase Order prior to its expiration date, without the need for a previous judicial ruling; and/or 3) novate the Purchase Order. Customer and Contractor agree that Customer may terminate this Purchase Order for convenience without responsibility, by means of a prior written notice given to Contractor with ten calendar days' anticipation setting forth the effective date of termination; in this case, Customer shall pay the Contractor for the services provided until the effective date of termination and, in case that Contractor made investments to acquire goods and/or products under this Purchase Order, Customer and Contractor shall previously agree the term and conditions for the payment of such goods and/or products, which shall be property of Customer immediately.

Early termination. Customer may terminate the Purchase Order prior to its expiration, without requiring a previous court ruling in the following cases: a) when more than one delay in the delivery of the Supplies occurs, in the case of partial deliveries; and/or b) in the event of a delay of more than five working days in the delivery of the Supplies pursuant to the conditions set forth in the Purchase Order; and/or c) in the event of breach of any substantial obligation on the part of Contractor, arising from the Purchase Order; for purposes hereof, substantial obligation shall be construed

as any default that gives rise to an imminent risk to Customer' operations or business, in the latter's opinion; and/or d) if the Contractor enters a state suspension of payments, is declared insolvent or bankrupt; and/or e) if legal actions in order to dissolve or liquidate the Contractor are started; and/or f) in the event of claims of a labor, tax, administrative and/or judiciary nature and/or of any other nature that are affecting or that may substantially affect the normal operations of the Contractor, and/or g) for Acts of God or force majeure. In any of the preceding cases, Customer may terminate the Purchase Order prior to its expiration, by means of written notice, without the need for a prior court ruling and with immediate effects and thereby: 1) demanding payment from Contractor as regards any damages and loss of profit that Customer may have borne as a result of the preceding 2) to make available to Contractor, any goods that said Contractor may have delivered to Customer as of the date of the effective termination.

11. Limit of Liability.

Parties agree that under no circumstance Customer shall be liable before the Contractor for any damages or losses that the Contractor may suffer for any reason related with the purchase order. Also under no circumstance, Customer shall be liable before the Contractor or any other person, for incidental, moral, special or consequential damages, including by way of illustration but not by way of limitation, loss of profits, loss of data, interruption of business or any and all similar damages or losses, even if the Contractor and/or its subcontractors have been notified of the possibility that such damages may occur. Finally, the Parties hereby agree that Customer maximum responsibility for damages under this Purchase Order shall be an amount equivalent to a ten percent of the price set forth in the present Purchase Order.

12. Final Provisions

The Federal laws of Mexico shall apply. The venue shall be at the court with jurisdiction at Mexico City.