

PROCUREMENT STANDARD TERMS AND CONDITIONS (SERVICES)
Effective July 20, 2016

The following terms and conditions (hereinafter the "Terms and Conditions") cover all purchases of Services by Ingenio San Nicolás, S.A. de C.V., Domino Comercio S. A. de C. V., Unión de Productores de Caña de Joachín, S.A. de C.V. or Domino Foods de México, S.A. de C.V. (each a "Buyer") from the entity or individual so identified on the Purchase Order (hereinafter "Vendor"). Only a document signed by Buyer and Vendor shall amend or supersede this document.

1. CONTRACT FORMATION.

The Purchase Order and the documentation referred to therein or attached thereto, including, but not limited to, applicable drawings, plans, proposals and specifications, (the "Purchase Order"), represents Buyer's offer to engage Vendor to provide the labor, equipment and materials to perform certain services identified in the Purchase Order (the "Services") strictly in accordance with, and subject to, the present Terms and Conditions. Once Buyer has received the Vendor's answer, by the same means through which the Purchase Order was sent to the Vendor, Vendor shall be deemed to have read, understood and accepted the Purchase Order and these Terms and Conditions as a binding agreement (the "Agreement") governing the purchase of the Services.

2. EQUIPMENT.

Unless specifically excluded in the Purchase Order, Vendor shall provide and be responsible for all tools, vehicles, equipment and other materials and property, including personal property of Vendor and Vendor's Workforce ("Vendor's Equipment") required in the performance of Services. Vendor's Equipment must be suitable for the hazardous classification of the building, area, or process in which it will be utilized. Vendor or Vendor's Workforce shall not operate Buyer's vehicles or powered equipment ("Buyer's Equipment") without Buyer's written consent. If consent is given, Buyer's Equipment is provided "as-is", without representation or warranty, express or implied, and shall be used at Vendor's own risk. Vendor or Vendor's Workforce operating Buyer's Equipment must be qualified to safely operate the specific equipment in question.

3. VENDOR'S WORKFORCE.

The parties agree that this Agreement is executed due to the fact that Vendor has the necessary infrastructure and personnel required for the performance of the Services and unless specifically excluded in the Purchase Order, Vendor shall provide all labor required in the performance of Services, and be solely responsible for paying its employees, subcontractors and agents ("Vendor's Workforce"). Vendor shall ensure that Vendor's Workforce has the skill, knowledge, experience, qualifications, licenses and permits that are necessary and appropriate for the proper performance of the Services in a professional manner.

Vendor, in the rendering of any kind of Service to the Buyer, must guarantee that Vendor's Workforce has the necessary documentation in accordance with the applicable law and its regulations. **Furthermore, Vendor**

must (i) maintain Vendor's Workforce enrolled in the Mexican Institute of Social Security (*Instituto Mexicano del Seguro Social*), in accordance with that provided in the Social Security Law (*Ley del Seguro Social*), and (ii) comply from time to time with all of its labor and social security obligations provided in the applicable labor laws. The payment of salaries, benefits, quotas, indemnities, professional risks, insurances, taxes or any other obligation or benefits derived from the Federal Labor Law (*Ley Federal de Trabajo*), from the Social Security Law or from any other applicable law or agreement (including, but not limited to the Official Norms NOM-011-STPS-2001, NOM-017-STPS-2008, NOM-025-STPS-1999, NOM-004-STPS-1999, NOM-113-STPS-2009 y NOM-115-STPS-2009), regarding Vendor's Workforce, shall be for the exclusive account of Vendor and consequently Buyer shall not be considered as direct or substitute employer. Likewise, the parties agree that this Agreement will not constitute any kind of association or labor relationship between Buyer and Vendor; being the obligation of Vendor to comply with the obligations before the labor authorities, the Mexican Social Security Institute or the Institute of the National Fund for Workers Housing (INFONAVIT) with respect to Vendor's Workforce, under the terms of the corresponding laws and regulations. Vendor, at its sole cost and expense, shall indemnify and hold harmless Buyer, its respective officers, directors, employees, Affiliates and agents, from any and all claims, suits, losses, damages, costs, and expenses arising out of or resulting from any actions brought by or on behalf of Vendor's Workforce against Buyer, its respective officers, directors, employees, Affiliates and agents, claiming any benefits or other rights available to such Vendor's Workforce under the applicable labor laws.

4. COMPANY RULES, REGULATIONS AND LAWS.

Vendor and Vendor's Workforce shall abide by the "Contractor Rules" (the "Rules") and all the Policies governing contractors while on Buyer's premises and all applicable professional standards and laws, ordinances, rules, codes and regulations of any federal, state, regional and local authorities (collectively, the "Laws"), including any relevant Occupational Safety and Health Administration rules and regulations.

5. COMMENCEMENT AND COMPLETION.

Unless otherwise set forth in the Purchase Order or directed in writing by Buyer, Vendor shall commence performance of the Services immediately upon acceptance of the Purchase Order. Vendor will complete the Services within the timeframe set forth in the Purchase Order as time is of the essence.

6. PRICE AND INVOICING.

6.1. Buyer shall pay Vendor the price for the Services as set forth in, and calculated in accordance with, the Purchase Order (the "Price"). Unless otherwise expressly indicated in the Purchase Order, the Price includes all

taxes except value added tax ("VAT"). Vendor represents that the Price charged to Buyer is no higher than the price charged by it for the same or similar items and quantities to any other buyer.

6.2 For Services to be performed for a fixed amount, there shall be no additional charges in excess of the fixed amount stated in the Purchase Order, including, but not limited to, any charges for project-administration fees, overtime, mobilization costs, leasing expenses, travel expenses, and taxes (excluding sales or value added taxes), unless specifically provided in the Purchase Order. If there are "Major Changes" to Services to be performed at a fixed rate, that being changes that are not within the scope of work or consistent with the Purchase Order, then the parties will discuss the proposed Major Change, the Vendor will indicate in writing the labor and materials necessary to implement the Major Change and the parties will agree on pricing for same in writing or by the issuance of an amended or a new Purchase Order ("Change Order"). Unless documented by a Change Order, any claim for payment for additional services (including materials) performed by Vendor shall be deemed to have been waived by Vendor.

6.3 Vendor shall invoice Buyer for each payment after completion of the Services and satisfaction of the requirements for such payment. Invoices shall comply with all applicable tax regulations and shall be sent to the billing address indicated in the applicable Purchase Order. Buyer's Purchase Order number must be stated on Vendor's invoice in order for it to be timely processed. Invoices which do not comply with all applicable tax regulations or not bearing a Purchase Order number will be returned to Vendor for re-invoicing. Invoices that comply with the applicable tax requirements and that properly bear the Purchase Order number shall be paid within thirty (30) days of Buyer's receipt of the invoice less ten percent (10%) retainage (the "Retainage"). Payment of invoices does not constitute a release of any of Vendor's obligations under the Agreement.

6.4 As a condition to each payment, Vendor shall provide Buyer with a release from Vendor and all subcontractors and materialmen of all suits, claims, mechanic's liens, or rights to any claim against Buyer or the real property upon which the project site is located accruing prior to the date of the applicable invoice.

6.5 The Retainage shall be paid at Final Completion. "Final Completion" occurs when (a) all punch list items have been fully completed to the satisfaction of Buyer; (b) Vendor has completed its final site cleanup and restoration; and (c) Vendor has delivered to Buyer, as applicable, (i) certificate of occupancy and other necessary approvals evidencing completion of the Services, including all change orders; (ii) all warranties; (iii) all operation, maintenance and parts manuals; (iv) all software; (v) spare parts lists; (vi) good and marketable title for all equipment, appliances and other components of the Services; (vii) Vendor's final affidavit and release of lien; (viii) satisfactions of lien for any claims of lien filed on account of the Services, unless transferred to bond by Vendor; (ix) "as built" surveys and drawings for the Services detailing all changes or deviations from the

original Agreement; (x) all Deliverables and other documents pursuant to Section 17; and (xi) any other documents, items, materials or work required to be provided by Vendor pursuant to the Agreement.

7. CONSTRUCTION LIENS.

Vendor shall indemnify, defend and hold Buyer harmless from and against any and all liens or other claims whatsoever filed against Buyer or Buyer's property by any lienor for work performed or materials or services furnished in connection with the Services for which Vendor has been paid or for which payment is not due at the time the lien is filed.

8. VENDOR'S WARRANTIES AND COVENANTS.

8.1. In addition to any other warranties set forth in Agreement, Vendor warrants and covenants that (a) the Services will be performed in a timely, professional, safe and workmanlike manner in accordance with, and in satisfaction of, the requirements of the Agreement, the Rules and all applicable Laws; (b) all material, equipment and supplies furnished (i) shall satisfy, and perform in accordance with, the requirements and specifications of the Agreement; (ii) are free from defects in design, workmanship and materials; (iii) are manufactured and supplied in compliance with all applicable Laws (iv) are new; (v) are free from liens or other title encumbrances; (vi) can be used by Buyer without infringing or violating the rights of any third parties; and (vii) are free from any contamination by hazardous or toxic wastes, chemicals or materials of any kind; (c) Vendor is not a party to, or bound by, any agreement or commitment, or subject to any restriction, including but not limited to, agreements related to existing or previous employment containing confidentiality or noncompete covenants, which now or in the future could interfere with the performance by Vendor of Services under the Agreement; and (d) any Deliverables will not infringe upon any patent, design, copyright trademark or other intellectual property rights of any third parties.

8.2. Vendor's warranty for Services shall be for the longer of one (1) year from Final Completion or the period set forth in the Purchase Order (the "Warranty Period"). Vendor shall obtain similar warranties as those set forth in this section from each of its subcontractors and suppliers, which warranties shall run in favor of the Buyer.

8.3. Approval of Vendor's designs or specifications, or acceptance of the Services shall not prejudice Buyer's warranty rights under the Agreement. All warranties, express or implied, shall survive inspection, acceptance and payment by Buyer. The establishment of a Warranty Period relates only to the specific obligation of Vendor to correct breaches of the warranties and does not establish a period of limitation with respect to any other obligation under the Agreement.

9. CORRECTION OF WORK.

Notwithstanding that provided in section 11 of this document, Vendor shall promptly correct faults or defects in the Services discovered during the Warranty Period ("Warranty Work") at its expense. If Vendor fails to perform Warranty Work satisfactorily, Buyer may

correct such faults or defects and Vendor shall reimburse Buyer for the cost of correction. Buyer, at its discretion, may offset against any payments owing Vendor the costs Buyer incurred in correcting any such faults or defects.

10. INSURANCE.

10.1. Vendor must, at its own cost and during the term of the Agreement, purchase and maintain in full force and effect the insurance policies covering the damages and losses that the rendering of the Services may cause to the Buyer. The Vendor shall deliver the corresponding insurance policies to the Buyer, which shall be subject to Buyer's approval. Among the factors that Buyer shall take into consideration in order to approve the insurance are the corresponding coverage amount and the relevant insurance company.

The policies that the Vendor must purchase and maintain in force during the term of this Agreement include (the "Insurances"):

(a) General Civil Liability Insurance: including the following coverage:

a. Properties and Operations; and b. Civil liability in excess of basic coverage for automobile civil liability.

(b) Professional Liability Insurance. Where applicable to the Services being rendered and if requested to do so by Buyer, Vendor shall maintain professional liability insurance coverage of the type and in amounts usually insured by companies of like size and operating similar business as conducted by Vendor, in the understanding that such insurance policies must also be previously approved by the Buyer.

(c) Automobile Liability Insurance. Such insurance is required for all owned, non-owned and hired and vehicles operated on the jobsite and used by Vendor in performance of the Agreement, and will have liability limits of not less than \$4,000,000.00 pesos of insured amount as single limit for bodily injury and property damage for each accident.

10.2. The aforementioned insurance policies will (a) be maintained with an insurer that has the sufficient and necessary issued registries by the National Insurance and Bond Commission (*Comisión Nacional de Seguros y Fianzas*) and shall be subject to the Buyer's approval; (b) provide thirty (30) days prior written notice of cancellation or material change; (c) be primary over any insurance, self-insurance or limits maintained by Buyer; and (d) will not reduce or limit Vendor's obligation to indemnify and defend Buyer for claims made or suits brought which result from or are in connection with Vendor's performance of the Agreement. Prior to performing any of the Services, Vendor will furnish Buyer a certificate of insurance showing evidence of the Insurances, which shall also be subject to the Buyer's approval.

10.3. Vendor shall be responsible for verifying that Vendor's Workforce has and maintains proper contractual liability, in accordance with the requested requirements in this section for the Insurances.

11. INDEMNIFICATION.

Vendor agrees to indemnify, defend, and hold harmless Buyer, including its respective officers, directors,

employees, Affiliates and agents, from any and all claims, suits, losses, damages, costs, and expenses, including, but not limited to, those resulting from bodily injury, property damage, intellectual property infringement, exposure to asbestos, asbestos-containing materials, unpaid wages, unpaid bills for materials, fuel, rentals, services, taxes, charges, liens, licenses, legal fees, and costs, to the extent resulting from or arising out of (a) Vendor's or Vendor's Workforce's (i) negligent acts or omissions; (ii) breach of Vendor's obligations, covenants or warranties hereunder; or (iii) performance of the Services, or (b) Vendor's Equipment.

12. PROJECT SITE.

Vendor has examined the project site to its satisfaction, including any existing work or improvements in place, but excluding latent problems not reasonably discoverable, and has determined that the same are fit and proper to receive the Services. Vendor acknowledges, and will advise Vendor's Workforce, that the premises upon which Services will be performed, including but not limited to refineries, power plants, packaging, storage, and distribution facilities, labs, offices, hospitality centers, and other properties owned or controlled by Buyer or its Affiliates (the "Company facilities"), may contain inherent risks and hazards, including, but not limited to, risks involving asbestos, moving vehicles, machinery, and equipment, uneven or slippery surfaces, explosion, fire, smoke, gases, steam, chemicals, emissions, electricity, debris and other hazardous conditions. Vendor voluntarily elects to enter upon the Company facilities, and assumes all risks of loss, damage, or injury that may be sustained by Vendor, Vendor's Workforce and Vendor's Equipment while on the Company facilities. Buyer shall not be responsible to provide project site security against vandalism, theft, breakage or damage to the Services, materials incorporated in the Services or stored on the Company facilities or at the project site, or Vendor's Equipment.

13. TERMINATION.

This Agreement is nonexclusive and may be terminated by Buyer at any time, without cause and for convenience, by giving Vendor at least ten (10) days' prior written notice, in which event Buyer shall pay Vendor for all Services properly completed up to the date of the termination. In the event of any termination of this Agreement, Vendor shall fully cooperate with Buyer in (a) protecting and preserving all work in place; (b) transferring all building permits or other approvals to the name of Buyer or the successor vendor or general contractor; and (c) otherwise generally cooperating with Buyer to ensure timely and lien-free transition of the Services to other contractors or Buyer. All prior payments made under the Agreement shall be applied to the amounts due hereunder. In no event shall the total payments due to Vendor under the Agreement exceed the Price. All materials and supplies paid for by Buyer shall be delivered by Vendor to Buyer upon termination of the Agreement.

14. PERFORMANCE.

If Vendor at any time refuses or neglects to supply sufficient properly skilled workmen or sufficient materials of proper quality and quantity, or fails to perform the Services required hereunder with diligence and dispatch, or otherwise fails in the performance of any part of the Agreement, and such default by Vendor is not cured within seven (7) calendar days after written notice thereof by Buyer to Vendor, then Buyer may immediately terminate this Agreement, notwithstanding that provided in section 11 of this document. In such case, Vendor shall not be entitled to receive any further payment under this Agreement until all Services are completely finished, at which time, if expense is incurred by Buyer for completing the Services in accordance with the Agreement which exceeds the Price ("Excess Cost"), Buyer shall apply the Retainage against the Excess Cost and Vendor shall promptly pay Buyer upon demand any remaining Excess Cost not satisfied by application of the Retainage.

15. FORCE MAJEURE.

Vendor shall not be liable for any delay in the performance of Services when such delay is caused by fires, floods, earthquakes, hurricanes, riots or war ("Force Majeure"), if notice of the Force Majeure is promptly delivered to Buyer. If a Force Majeure occurs, Vendor's time to perform the Services shall be extended for a reasonable period under the circumstances, but in no event longer than sixty (60) days from the performance date set forth in the Agreement ("Extension Period"). If Vendor fails to perform the Services before the expiration of the Extension Period, Buyer may terminate the Agreement and Vendor shall be liable for such breach even when such breach was caused by Force Majeure and thus, the Vendor must indemnify Buyer in accordance to that provided in section 12 of this document and must refund to Buyer any installment payments or deposits Buyer made toward the Services not performed. Buyer shall not be liable for any delay in failing to perform its obligations under the Agreement where such delay is caused by Force Majeure and Buyer's time for performance shall be extended for a reasonable period under the circumstances. Notwithstanding the foregoing, in the event Buyer determines it no longer needs or no longer can use Vendor's Services or that the delay will adversely impact its operations due to the Force Majeure, Buyer may terminate the Agreement and Buyer shall be released of any further obligation or liability thereunder, excluding payment of outstanding invoices.

16. DELIVERABLES.

All right, title and interest in and to all writings, drawings, plans, specifications and programs, and all other original works of authorship, prepared by Vendor at Buyer's expense, or which, as determined by the Buyer, arise out of or otherwise relate to the Services and which Vendor prepares, whether in whole or in part and whether alone or with others, during its engagement by Buyer (the "Deliverables"), shall be the sole and exclusive property of Buyer. Vendor will do everything reasonably necessary during and after its engagement and without

charge to Buyer to enable Buyer to secure and protect its ownership rights in the Deliverables.

17. CONFIDENTIALITY.

17.1 All Deliverables and disclosures, drawings, specifications, or technical information private or financial and any other trade information, as well as formulas mechanisms, patterns, methods, techniques, analysis processes, registered or not registered trademarks, names or commercial notices, work documents, compilations, comparisons, studies or any other prepared document furnished to Vendor by Buyer (the "Confidential Information") are the sole property of Buyer and shall be held in confidence upon the understanding and agreement by Vendor that they shall not be disclosed or furnished to any third party, shall not be used by Vendor in whole or in part for any purpose except fulfillment of its obligations under the Agreement and shall be returned immediately upon request by Buyer. Vendor shall make no announcement concerning the fact that Vendor has contracted to provide any Services hereunder without the prior written permission of Buyer.

17.2 In the event that Vendor or any of its employees, subcontractors or personal at its charge, that has access to the Confidential Information, breaches the confidentiality obligations provided in this section, Vendor must pay to Buyer the losses and damages that such breach causes, notwithstanding other legal actions that may proceed for the violation of intellectual or trade ownership rights, including any corresponding crime provided in the Criminal Code, regardless of the nature of the corresponding breach.

18. PERSONAL DATA PRIVACY AND PROTECTION.

The clauses set forth in the "Personal Data Privacy and Protection Clauses for Vendor Contracts" (the "Personal Data Clauses") are incorporated herein to the extent applicable to the Services or Goods being provided by Vendor to Buyer. The Personal Data Clauses for ASR are located at "DOCUMENT DOWNLOADS" in www.asr-group.com.

19. MISCELLANEOUS.

19.1. Vendor shall (a) comply with all applicable Law in its country or countries in which it does business as are applicable to the Services rendered or Goods being sold, including those concerning the environment, anti-bribery or corruption laws, employee rights to freedom of association, wages, benefits, work hours; (b) provide employees with a safe and sanitary workplace that includes appropriate controls and protective equipment; (c) follow non-discrimination practices in regard to gender, race, age, national origin, disability, citizenship, veteran status, marital status, sexual orientation, or religious beliefs and provide a workplace free from harassment; (d) refrain from paying or accepting bribes or kickbacks; (e) minimize operational impact to air, water, soil, and surrounding areas; (f) require Vendor's Workforce and Vendor's suppliers to adhere to the same requirements as set forth above. Vendor certifies that it

is, and shall remain, in compliance with the ASR Group's Ethical Sourcing Policy and Business Partners Anti-corruption Policy (located at www.asr-group.com under "DOCUMENT DOWNLOADS"), and that it complies with all Law regarding forced labor, child labor, slavery and human trafficking and requires Vendor's Workforce and Vendor's to adhere to the same requirements.

19.2. Vendor and its subcontractors will abide by all the legal requirements related to labor inclusion, non-discrimination and equality, established in the Mexican Political Constitution (Constitución Política de los Estados Unidos Mexicanos)(articles 1, 5 and 123); Federal Labor Law (*Ley Federal de Trabajo*) (articles 4, 51 ,86, 132 and 133); Federal Law to Prevent and Eliminate Discrimination (*Ley Federal para Prevenir y Eliminar la Discriminación*) (articles 4, 9 fractions IV, V, XXVI, XXVII); Older Persons' Rights Law (*Ley de los Derechos de las Personas Adultas Mayores*) (article 5); General Law of People with Disabilities (*Ley General de las Personas con Discapacidad*) (articles 9 and 14); General Law of Women's Access to a Life Free of Violence (*Ley General de Acceso de las Mujeres a una Vida Libre de Violencia*) (articles 10 and 11) and NOM-010-SSA2-1993 for the prevention and control of infection by HIV (point 6.3), All these legal commandments are designed to eliminate and / or prevent discrimination against vulnerable groups, and require Vendor's and subcontractors' actions to advance their labor inclusion and permanence without discrimination and equality.

19.3 The Agreement and the Vendor Information Request filled in and delivered to the Buyer by the Vendor, including each and every one of the agreements and policies within such Request, represent the final agreement of the parties with respect to its subject matter, and all prior oral or written undertakings or agreements are superseded and merged therein. Any modification of this Agreement or additional obligation assumed by either party shall be binding only if in writing and signed by each party. In the event of any conflict between the Purchase Order, including these Terms and Conditions, and the other documents which form a part of the Agreement, the Purchase Order shall govern. In the event Vendor's proposal or any other document of Vendor contains terms or conditions which limit Buyer's rights or remedies, such terms or conditions shall not be considered a part of this Agreement. If Vendor uses its own form of acknowledgement, acceptance, confirmation or receipt of Buyer's Purchase Order, said form is used for convenience only and shall not alter the terms of this Agreement.

19.4 Any failure on the part of any of the parties hereto to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor prejudice the right of the parties hereto to enforce the provisions at any time subsequent to any such failure to enforce. The rights and remedies set forth in this Agreement to a non-defaulting party shall be deemed cumulative, and the exercise of one of such rights or remedies shall not operate to bar the exercise of any other rights and remedies provided to a nondefaulting party under this Agreement or in the applicable laws.

19.5 This Agreement may not be assigned or transferred by Vendor to any other person or entity without the express, prior, and written consent of Buyer.

19.6 The prevailing party in any action brought to interpret or enforce this Agreement shall be entitled to recover from the nonprevailing party the reasonable attorneys' fees, costs and expenses incurred by the prevailing party in such action.

19.7 This Agreement shall be governed by, construed and enforced in accordance with the applicable laws of the United Mexican States ("*Mexico*"). For all that is related to the interpretation, performance and enforcement of these Terms and Conditions , the parties expressly submit themselves to the jurisdiction of the competent courts of Mexico City, , expressly waiving any other forum to which they might be entitled by reason of their current or future domiciles or by any other reason.

19.8 In the event Services involve the receiving, storing, processing, packaging, warehousing or shipping of any goods, materials, equipment, or products owned by Buyer (collectively, "*Buyer's Products*"), all Buyer's Products shall remain the property of Buyer while in the possession or control of Vendor. Vendor unconditionally waives any and all claims of ownership or liens on, or any security interest in, Buyer's Products and Vendor shall not permit any of its creditors to obtain a lien on, or security interest in, Buyer's Products. Vendor agrees that Buyer may execute and file, or upon request, that Vendor shall execute, deliver and file such documents, as are necessary to evidence Buyer's ownership of Buyer's Products provided to Vendor. If requested to do so by Buyer, Vendor shall store, maintain or warehouse Buyer's Products in areas that are separated from the goods of Vendor and any third party. Vendor shall bear the risk of loss for Buyer's Products while in Vendor's possession or control. Upon reasonable prior notice to Vendor, Buyer or its agents or any authorized creditor of Buyer shall have the right at anytime to enter upon Vendor's premises to inspect, inventory, or remove Buyer's Products in the possession or control of Vendor.

19.9 "*Affiliates*" are (i) any entity or person (including individuals) which controls, is controlled by, or is under common control with Buyer and are intended third party beneficiaries of this Agreement and all rights thereunder. The term "control" means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent (50%) or more of the voting stock or equity interests of the subject entity.

19.10 Those sections of these terms and conditions which by their nature are intended to survive the making of the final payment or any termination of the Agreement shall so survive, including, but not limited to Sections 7, 8, 9, 11, 16 and 17.

19.11 All notices to the parties under this Agreement (not including invoices) will be in writing and sent to the mailing address set forth in the Purchase Order.