

CONCLUSIONES

**Si penetras muy a fondo en cualquier problema, llegarás a la "gente"
J. Watson Wilson**

Como cultura entendemos entre otras definiciones : "Resultado de cultivar los conocimientos humanos materiales e inmateriales de que cada sociedad dispone para relacionarse con el medio y establecer formas de comunicación entre los propios individuos o grupos de individuos"⁹.

Durante el análisis de este proyecto se fueron ubicando fallas muy importantes para la comercialización exitosa que finalmente vienen a demostrar la hipótesis principal con una razón de fondo : "Una sociedad con falta de cultura" conformada en diversos estratos o grupos, todos ellos vulnerables a la prueba de las sociedades desarrolladas y por ende con dificultades para generar alternativas de "ganar-ganar", desde el grupo emprendedor "teóricamente preparados", con desconocimiento en muchos sentidos; pasando por los grupos que de alguna manera intervinieron en el proceso como la gente de EUA y Guatemala igualmente encontrados inmersos en este razonamiento al compartir limitaciones que durante el estudio fueron detectadas; el grupo de mecánicos con falta de auténtica preparación más bien con mucha formación empírica; la población destino del mercado percibiéndose adormilada en cuánto a propuestas de desarrollo esperando a veces que "algo suceda" y nunca sucede, dependiendo en mucho de factores como "haber como amanece"; el grupo de distribuidores de motores con prácticas desleales; los diferentes gobiernos federal, estatal y municipal al no repercutir positivamente en el desarrollo del sector pesquero sino al contrario históricamente manejando políticas ineficientes; grupos de pseudocontrol como en ese entonces SEMARNAP al inmiscuirse en francos tratos antiéticos; el grupo de habituyadores con prácticas de deshonestidad y aprovechamiento de los que más necesitan; los grupos de cooperativas conformando

⁹ Programa Educativo Visual Gran Diccionario Enciclopédico Visual. Ed. ENCAS, 1992, México, 1291 pp.

imágenes de decadencia total; el grupo de fuerza de venta con una evidente falta de compromiso; en fin . . . por eso se habla de “falta de cultura”.

A continuación se detallan 20 conclusiones particulares las que se decide presentarlas como las 20 conclusiones de los “No” del negocio emprendido, posteriormente se presentarán las 21 conclusiones particulares denominadas de los “Si” del negocio emprendido, ambas categorías debidamente ubicadas en la investigación.

20 Conclusiones de los “No”

Conclusión 1- No se realizó ningún estudio de mercado al concebir el proyecto, lo que constituye una falla muy importante en los fundamentos de un negocio formal, ya que se deja a la casualidad o a los pronósticos e intuiciones personales los factores de éxito del negocio.

Conclusión 2- Se inició con desconocimiento del medio, esto se reflejó en el logotipo de arranque mostrado durante el estudio, ya que se presentó la imagen de un motor viejo, que para un conocedor le era notorio y como imagen de una empresa con tecnología “moderna” era incongruente.

Conclusión 3 – Se minimizó el desconocimiento que se tenía acerca del mercado objetivo, sus costumbres de comercialización tendientes a ser muy tradicionales y muy testarudas de cambiar, formas acostumbradas de pago tipo consignación, manejo muy localista de relaciones como apodos, influencia de población flotante de otros lados de la República con costumbres entre alcohol, y hasta brujería y marihuana, ambiente de subdesarrollo entre toda la comunidad pesquera, trabajo

improvisado, habituyadores aprovechados, acostumbrados a políticas de apoyo ineficientes . . .

Conclusión 4 – Desconocimiento de el grado de afectación a la labor de comercialización entre vedas, clima, marea roja, ciclones, corridas, etc.

Conclusión 5 – Incursión en el mercado de manera improvisada o demasiado optimista comprobando que no sólo con tener dinero, "preparación" y ganas; las proyecciones iniciales que avizoraban una rápida cobertura inclusive a todas las costas del país.

Conclusión 6 – Algunos de los artículos promocionales fueron inadecuados, ya que funcionarían para la pesca deportiva, pero no para la pesca comercial.

Conclusión 7 – La integración del grupo emprendedor reflejo desde un inicio una falta de coordinación en las acciones, jamás estuvieron en el campo todos juntos.

Conclusión 8 – El inventario inicial albergó casi la mitad de la existencia de lubricante de baja calidad, lo que no era conveniente por ningún motivo, la esperanza inicial era entrar al mercado por precio, poco se tardó para percibir lo erróneo del concepto.

Conclusión 9 – Las técnicas de entrada al mercado reflejaron mucha falta de estrategia, regalando mercancía, para que el cliente conociera el producto, lo que repercutió en pérdidas.

Conclusión 10 – La selección de personal con desarraigo en la comunidad provocó inconsistencia en la labor, pues se trabajaba unos días y otros se desaparecía de la localidad por retornar a los lugares de origen.

Conclusión 11 – La fuerza de venta carecía de lealtad, al distraer la labor con oportunidades que percibían para su conveniencia, es decir, se aprovechaba el viaje para en determinado momento iniciar negocios propios.

Conclusión 12 – Se minimizó la consecuencia de seleccionar un proveedor único internacional y sus respectivas complicaciones de importación, al grado de que el primer punto de reorden no logró ser atendido, provocando serios efectos de credibilidad entre los primeros clientes.

Conclusión 13 – El introductor para América Latina no se interesó en visitar el negocio naciente y difundir su experiencia.

Conclusión 14 – Los distribuidores de motores mantenían prácticas calificadas como desleales en otros países desarrollados, al sólo otorgar garantías de los motores utilizando determinada marca de lubricante.

Conclusión 15 – Los conceptos de tecnología de punta TCW3 eran desconocidos entre todo el gremio de pescadores, mecánicos, y hasta los mismos distribuidores, de hecho hasta en comunidades desarrolladas como se presentó en el desarrollo de la investigación, el concepto se prestaba a controversia.

Conclusión 16 – Se careció de apoyo directo para garantías.

Conclusión 17 – Se careció de apoyo directo para el desarrollo del producto, pues el hecho de ser internacional, las propuestas de adecuaciones al mercado nacional, como las simples descripciones del producto en español difícilmente serían atendidas.

Conclusión 18 – Se careció de soporte para fundamentar la dosificación o rendimiento de el doble que se manejó desde el inicio del negocio.

Conclusión 19 – Los conocimientos de los mecánicos del sector son en bases netamente empíricas, por que trabajaron en tal o cuál lugar, sus recomendaciones se ganaban más por camaradería que por conocimiento.

Conclusión 20 – Las incursiones a un mercado industrial se percibían mucho menos factible, es decir, la improvisación era era más notoria.

21 Conclusiones de los “Si”

Conclusión 1 - Ante la carencia de un estudio de mercado se actuó en consecuencia por parte del grupo emprendedor como si se tratara de “lo que puedes hacer a partir de un punto”, retando el espíritu creativo ante la situación adversa.

Conclusión 2 - Cuanto antes fue cambiado el logotipo con un motor más moderno.

Conclusión 3 – Se comprendió el mercado destino, sus debilidades y sus áreas de oportunidad.

Conclusión 4 – Se aprendieron secretos en la comercialización influenciados por vedas, clima, marea roja, ciclones, corridas, etc.

Conclusión 5 – Se aquilató el verdadero panorama alejado de pronósticos fantaseosos, se pusieron los pies en la realidad y a trabajar.

Conclusión 6 – Se adaptaron artículos promocionales más adecuados.

Conclusión 7 – Se generaron coordinaciones entre lo posible entre los accionistas y miembros del grupo.

Conclusión 8 – Se terminó de comercializar el lubricante de baja calidad.

Conclusión 9 – Se terminó de regalar producto, técnica muy utilizada por el primer grupo de fuerza de venta.

Conclusión 10 – Se contrató fuerza de venta con arraigo en la localidad.

Conclusión 11 – Se contrató fuerza de venta comprometida.

Conclusión 12 – Se tomaron las previsiones necesarias para no incurrir en el mismo error de desabasto por inatención oportuna al punto de reorden.

Conclusión 13 – Se visitó al introductor para América Latina en Guatemala, cumpliendo con un pensamiento sabio "si la montaña no viene a mí, yo voy a la montaña".

Conclusión 14 – Se mantuvo una férrea defensa contra las prácticas desleales de distribuidores de motores, difundiendo y retando a los casos involucrados en el uso forzoso de determinadas marcas.

Conclusión 15 – Se fue en cierta manera instructores de los conceptos TCW3, ante el no manejo de dichos términos.

Conclusión 16 – Se realizó investigación a fin de poder otorgar garantías y saber el territorio que se estaba pisando.

Conclusión 17 – Se buscó el desarrollo del producto en Guatemala aprovechando la visita por allá.

Conclusión 18 – Igualmente se investigó la posibilidad de ofrecer dosificaciones de hasta 100:1.

Conclusión 19 – Se navegó en medio de las limitaciones en la preparación de mecánicos del sector.

Conclusión 20 – Se incursionó a manera de piloto simultáneamente en el mercado industrial.

Conclusión 21 – Sí se llevó el control con una buena administración, sí se buscaron subdistribuidores, sí se buscaron mercados alternativos, sí se realizó una labor

persistente, sí se cumplió el lema de la empresa "distribuidor en compromiso", sí se optimizaron los costos, sí se entregó el espíritu.

PROPUESTAS

A través de planeación interactiva inicial y las encuestas formuladas que posteriormente se corroboraron en la investigación de campo, se determinaron grandes brechas entre lo esperado y la realidad, sin embargo se actuó en consecuencia con un proceso de redefinición del negocio por varios frentes a manera de propuestas con el afán de mejorar los resultados, mismos que fueron revisados durante el desarrollo del presente estudio, incluyendo la búsqueda de alternativas de otros negocios complementarios viables.

En virtud de que las acciones emprendidas fueron correctas y los resultados adversos la propuesta final se traduce en Cierre del Negocio.

ANEXO 1 – REFERENCIAS FABRICANTE-PRODUCTO

Documento 1 – Licencia comercial del producto

Documento 2 – Garantía para el mercado latinoamericano

Documento 3 – Certificado de calidad

Documento 4 – Ficha técnica del producto

C-W3™ TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into this 17TH day of DECEMBER, 1993 by and between National Marine Manufacturers Association, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "NMMA"), and PETROLEUM PACKERS, INC.

a seller of motor lubricants for use in the boating industry (hereinafter "LICENSEE"):

WHEREAS, NMMA is the owner of and has adopted and is exercising exclusive control over the use of a certification mark consisting of the letters NMMA below the word CERTIFIED, as shown on the attached schedule which is incorporated herein and made a part hereof, and has filed with the United States Patent and Trademark Office an application bearing the serial number 73,578,196 for the grant of registration of such certification mark consisting of the letters NMMA below the word CERTIFIED for application to goods and services which have complied with certain standards, qualifications, specifications, tests, processes and requirements of NMMA; and

WHEREAS, NMMA is the owner of and has adopted and is exercising legitimate control over the use of certification marks consisting of the hyphenated letters TC-W (TC-W_⊙), TC-W followed by the Roman numeral II, (TC-W II_⊙) and TC-W followed by the arabic numeral 3, (TC-W3™), as shown on the attached schedule which is incorporated herein and made a part hereof, and has registered such certification marks TC-W_⊙, TC-W II_⊙ and TC-W3™ for application to lubricants and particularly two-stroke cycle gasoline engine lubricants which have complied with certain standards, qualifications, specifications, tests, processes and requirements of NMMA; and

WHEREAS, NMMA has adopted the NMMA Certification Tests for TC-W_⊙, TC-WII_⊙ and TC-W3™ for lubricants which are especially suited to two-stroke cycle gasoline engines in the boating industry and has established the NMMA Oil Certification Program for lubricants which conform to such NMMA Certification Tests; and

WHEREAS, LICENSEE markets lubricants suitable for two-stroke cycle gasoline engines in the boating industry and is desirous of obtaining permission to use NMMA's certification marks on and in connection with two-stroke cycle gasoline engines lubricants which conform to NMMA's Oil Certification Program under the terms and conditions provided herein; and

WHEREAS, a lubricant designated by the complete lubricant name as UNIOIL OUTBOARD AND 2-CYCLE OIL TC-W 3 (hereinafter the "certified lubricant") which is marketed by LICENSEE has passed the NMMA Certification Test for TC-W3™ and has been assigned by NMMA certification number TC-W3™ 3-02011
(Blended from base blend Number OS 104239)

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties covenant and agree as follows:

1. Subject to the terms and conditions specified herein, NMMA hereby grants LICENSEE a non-exclusive license to use the NMMA certification mark consisting of the letters NMMA below the word CERTIFIED and the NMMA certification marks TC-WII_⊙ and TC-W3™ on or in connection with the certified lubricant offered for sale by LICENSEE only if and to the extent that such lubricant complies fully with all standards, qualifications, specifications (including marking specifications), tests, processes and other requirements which are from time to time established by NMMA. In the event that the NMMA Oil Certification Committee, upon the recommendation of the testing labs, declares any test out of control, NMMA may grant a provisional license to any applicant satisfying all other tests and requirements during the period that the test is out of control.

2. In consideration of the grant of permission to use NMMA's certification marks on or in connection with the certified lubricant offered for sale by LICENSEE, LICENSEE warrants and agrees that it will use NMMA's certification marks only on or in the advertising and marketing of such lubricants which are identical in formulation to the certified lubricant. LICENSEE further agrees that no change in formulation in the certified lubricant will be made without the prior written approval of NMMA.

3. LICENSEE agrees to indemnify and hold NMMA harmless from any and all judgments, fines, penalties, other liabilities and costs including NMMA's attorney's fees, arising from or alleged to arise from improper certification of any lubricant under this Agreement as a result of any act or omission by LICENSEE, including but not limited to LICENSEE's failure to market lubricants which are substantially identical in formulation to the certified lubricant warranted by LICENSEE in paragraph 2, or any act or omission by NMMA or its agents. In the event of any such claim or cause of action against NMMA, NMMA shall give prompt notice of such claim to LICENSEE and at NMMA's option may tender to LICENSEE the defense of such claim.

4. LICENSEE agrees that whenever LICENSEE uses any of NMMA's certification marks on the certified lubricant, LICENSEE shall also mark such lubricant with the date and the TC-W3™ certification number assigned by NMMA to such lubricant. At its election LICENSEE may also indicate on or in connection with the lubricant upon which either such certification mark and number appear that lubricants which satisfy TC-W3™ also satisfy TC-W1, by stating: "(Also meets TC-W1, requirements)". LICENSEE may also state on or in connection with the certified lubricant: "NMMA Certified for service TC-W1, and TC-W3™ at the engine manufacturer's recommended fuel/oil ratio."

5. LICENSEE agrees that NMMA shall have the right to examine, inspect and test all lubricants offered for sale by LICENSEE upon which or in connection with which any of NMMA's certification marks are used. LICENSEE agrees that NMMA, or a testing laboratory selected by NMMA, may make reasonable tests of random samples of lubricants upon which any of NMMA's certification marks appear to ensure that they are identical in formulation to the certified lubricant. LICENSEE agrees to make available to NMMA at NMMA's request, and without cost, samples of the lubricants upon which or in connection with which any of the licensed certification marks appear for such testing. All such samples are to be randomly selected by NMMA, or at NMMA's election, selected at random by LICENSEE and sent to NMMA or a testing laboratory designated by NMMA.

6. LICENSEE agrees that in the event LICENSEE offers for sale lubricants which are the subject of this Agreement, upon which or in connection with which any of NMMA's certification marks appear, which fail to conform with (i) the formulation of the certified lubricant, (ii) the standards, qualifications, specifications (including marking specifications), tests, processes and other requirements adopted by NMMA from time to time with respect to lubricants to which NMMA's certification marks may be applied, or (iii) any terms or conditions of this Agreement, and NMMA gives written notice of such failure or default to LICENSEE, and LICENSEE fails to cure or eliminate such failure or default within thirty (30) days of such notice, NMMA may at its election promptly terminate this Agreement by notice in writing to that effect or take such lesser actions as may be justified under the circumstances. Upon termination of the Agreement, all rights privileges and licenses granted herein to LICENSEE shall immediately cease, and LICENSEE shall cease to use NMMA's certification marks on or in connection with lubricants which it offers for sale.

7. NMMA agrees that in the event LICENSEE provides written notice to NMMA of improper use or infringement of any of NMMA's certification marks on or in connection with any lubricant marketed by any third party, NMMA shall investigate such complaint and, if appropriate, obtain a sample of such lubricant for reasonable testing by NMMA or a testing laboratory designated by NMMA. In the event NMMA determines that there has been improper use or infringement of any of NMMA's certification marks on or in connection with any lubricant marketed by any third party, NMMA shall take whatever action against such third party that it deems reasonable to cause such improper use or infringement to cease.

8. Upon execution of this Agreement, LICENSEE shall pay NMMA a license fee of \$500.

9. Unless terminated or modified in writing by the parties, this Agreement shall continue in full force and effect until December 31, 1994. This Agreement may be renewed annually at the option of LICENSEE and NMMA upon the execution of a new trademark license agreement between NMMA and LICENSEE and payment of an annual license fee as determined from time to time by NMMA.

10. LICENSEE shall not assign nor directly or indirectly license, whether orally or in writing, any other person or firm to use NMMA's certification marks. Any rebranding or reblending of LICENSEE's lubricant shall require a separate trademark license agreement with NMMA for the use of NMMA's certification marks on or in connection with such rebranded or reblended lubricant.

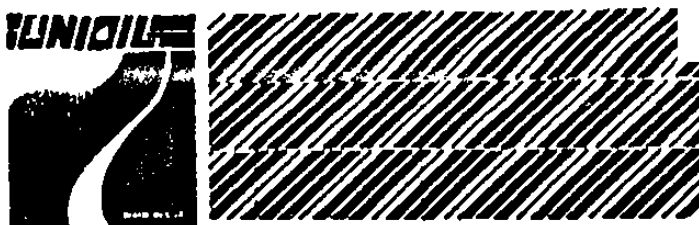
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first written above.

NATIONAL MARINE MANUFACTURERS ASSOCIATION, INC.

DATE: Jan 6, 1994 By: [Signature]

LICENSEE PETROLEUM PACKERS, INC.

DATE: 12-77-93 By: [Signature]
ANTHONY J. BARKETT, VICE PRESIDENT



GARANTIA

Los lubricantes Unioil estan garantizados de no tener defecto en su fabricacion y de cumplir con la aditivacion correspondiente para cada grado SAE y especificacion API.

Esta garantia no cubre fallas causadas por uso erroneo, dosificacion inadecuada , alteracion o accidente.

En caso de falla del motor atribuible directamente al aceite deberan enviarse las piezas y mostrar todas las evidencias a nuestros laboratorios para determinar el motivo de la falla.

Si es atribuible directamente al aceite, se restaurara el motor a una condicion equivalente a la que habia existido inmediatamente antes de la falla.

No obstante, Unioil no es responsable de ninguna otra perdida o gasto incurrido por causa de tal defecto.

COPY

CERTIFICATE OF QUALITY

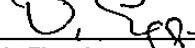
PETROLEUM PACKERS, INC.

1601 McCloskey Boulevard Tampa, Florida 33605-6710
TEL # (813) 248-1988 FAX# (813) 248-1988

TO:
ACEITES MARINOS, SA DE CV
ORDER NO: 173339
DATE: 8/28/97

This is to certify that **811226003 - UNIOIL TC-W 3 OB & 2- CYCLE OIL** conforms to the quality requirements and manufacturing specifications established for this product. The following are the batch typicals for this product:

<u>TEST</u>	<u>METHOD</u>	<u>TYPICALS</u>
API GRAVITY	ASTM D 287	30.7
LBS/GALLON	API STD 2840	7.264
KINEMATIC VISCOSITY cSt. @ 100 C	ASTM D 445	7.00 cSt.
KINEMATIC VISCOSITY cSt. @ 40 C	ASTM D 445	40.00 cSt.
VISCOSITY INDEX	ASTM D 445,	120
POUR POINT DEGREES C	ASTM D 97	-34 C.
NITROGEN CONTENT PPM	ASTM D 4927	178 ppm

Approved: 
Donald W. Eggimann, Quality Manager

PETROLEUM PACKERS, INC.
1601 MCCLOSKEY BLVD.
TAMPA, FLORIDA 33605

Material Safety Data Sheet

Trade Name: *UNIOIL TC-W 3 OUTBOARD & 2-CYCLE OIL*

Synonyms: Lubricating Oil Date: JUNE 15, 1995
CAS No.: Mixture Technical Contact: (813) 248-1988
(Refer to Section 1) CHEMTREC Emergency: (800) 424-9300

Material Hazard Evaluation

(Per OSHA Hazard Communication
Standard [29 CFR Part 1910.1200]) (OHCS)

Health: Non-Hazardous (OHCS)

Precautionary Statement: CAUTION - Combustible Liquid. Do not inhale vapors nor permit direct dermal contact.

HMS Rating: Health 0 Flammability 2 Reactivity 0

1.0 Generic Composition / Components

Components	CAS #	%	Hazard Data
Refined Petroleum Oil(s)	64741-88-4 64742-01-4	65-80	Oral LD50(rat): > 15g/kg Eye: Practically Non-Irritating Skin: Practically Non-Irritating Inln LC50/4H(rat): > 5,000mg/m ³
KERO	05008-20-6	< 20	Oral LDLo(hm): > 10ml Eye: Mild Irritant Skin: Mild Irritant
Ashless Dispersant and Anti-oxidant	Mixture	< 12	Eye: Minor Irritant Skin: Minor Irritant
Dye	Mixture	< 0.1	Oral LD50(rat): 12.6g/kg Skin LD50(rabbit): 10.2g/kg

¹ Hazard Rating: least-0; slight-1; moderate-2; high-3; extreme-4
assignment based on our evaluation per NFPA and NPCA guidelines.

NA - Not Applicable

ND - No Data

NE - Not Established

2.0 Physical Data

Physical Hazard Classification (Per 29 CFR Part 1910.1200)

Yes	Combustible	No	Flammable	No	Pyrophoric
No	Compressed Gas	No	Organic Peroxide	No	Reactivity
No	Explosive	No	Oxidizer	Yes	Stable

Boiling Point, 760 mmHg, °C(°F): > 149 (> 300)
 Specific Gravity (60/60°F) (H₂O = 1): 0.87
 Vapor Density (Air = 1): > 1
 % Volatiles by Volume: 15-25
 Melting Point, °C(°F): NA
 Vapor Pressure, mmHg (25°C): < 20
 Solubility in H₂O, % by Weight: Negligible
 Evaporation Rate (Butyl Acetate = 1): < 1
 pH of Undiluted Product: ND
 Appearance and Odor: Blue liquid, slight odor of petroleum distillate.

3.0 Fire and Explosion Data

Flash Point, COC, °C(°F)	94 (200F)
Flash Point, PMC, °C(°F)	ND
Fire Point, COC, °C(°F)	107 (225F)
NFPA Rating ²	Health: 0 Flammability: 2 Reactivity: 0
Flammable Limits (% by volume in air)	Lower: 1.0 Upper: 6.0
Extinguishing Media	CO ₂ , dry chemical, foam, water fog
Special Fire Fighting Procedure	None.
Unusual Fire or Explosion Hazard	Water may cause frothing.

4.0 Reactivity Data

Stability: Stable.
Conditions Contributing to Instability: None.
Incompatibility: Strong oxidants.
Hazardous Decomposition Products: CO₂, (CO under incomplete combustion)
(thermal, unless otherwise specified)
Conditions Contributing to Hazardous Polymerization: None.

² Hazard Rating: least-0; slight-1; moderate-2; high-3; extreme-4
assignment based on our evaluation per NFPA guidelines.

5.0 Spill or Leak Procedures

Procedures if Material is Spilled:

- Remove sources of heat or ignition, provide adequate ventilation, contain leak.
- *Small Spills:* Absorb with suitable material such as rags, straw or sand.
- *Large Spills:* Contain spill in earthen dikes for later recovery.
- Report spills as required to appropriate authorities.

Waste Disposal:

- It is the responsibility of the user to determine if the material is a hazardous waste at the time of disposal.
- Check before disposing to be sure you are in compliance with all applicable laws and regulations.
- RCRA Emergency Hotline Number: 800-424-9346.

Protective Measures During Repair and Maintenance of Contaminated Equipment:

- Refer to Section 7.0 - Special Protection Information.
- Avoid prolonged contact with oil.
- Wash exposed skin thoroughly with soap and water.
- Remove soiled clothing.
- Use polymer gloves if extended, direct contact is expected.

6.0 Health Hazard Data

Health Hazard Classification

(Per 29 CFR Part 1910.1200)

No	Carcinogen	No	Corrosive
No	Animal Carcinogen	No	Irritant
No	Suspect Carcinogen	No	Sensitizer
No	Mutagen	No	Teratogen
No	Highly Toxic	No	Target Organ
No	Toxic		

Product listed as Carcinogen or Potential Carcinogen by:

NTP No IARC No OSHA No Other No

Toxicity Summary: Slightly to moderately toxic. Lethal dose for 150 lb. human adult may be 10 to 250 ml.

Major Route(s) of Entry: Inhalation of incidental mists or vapors, slight dermal absorbability.

7.0 Special Protection Information

Ventilation Requirements: Use in well ventilated area. In confined space, mechanical ventilation may be required to keep levels of certain components below mandated standards, as evaluated by designated personnel.

Permitted Air Threshold Concentration:

Mineral	TLV-TWA	5 mg/m ³	OSHA-PEL	5 mg/m ³
Oil Mist:	TLV-STEL	10 mg/m ³	OSHA-STEL	ND
	TLV-Ceiling	ND	OSHA-Ceiling	ND
	TLV-Peak	ND	OSHA-Peak	ND

Specific Personal Protective Equipment:

Respiratory: Normally none required. If high vapor or mist concentrations expected, use respirator approved for organic vapors and mists.

Eyes: Safety goggles, or chemical splash goggles if splashing is anticipated.

Dermal: Oil impervious gloves if frequent or prolonged contact is expected.

Other Clothing or Equipment: Wear body-covering work clothes to avoid prolonged or repeated exposure. Launder soiled work clothes before reuse.

8.0 Transportation and Special Precautions

Storage: Store below 150°F. Do not apply high heat or flame to container. Keep separate from strong oxidizing agents.

Caution: Empty containers may contain product residue which could include flammable or explosive vapors.

Consult appropriate Federal, State and Local authorities before reusing, reconditioning, reclaiming, recycling or disposing of empty containers and/or waste residues of this product.

DOT Information

Proper Shipping Name:	Combustible Liquid, n.o.s
Hazard Class:	Combustible Liquid.
Hazard Identification Number:	NA 1993
Placard:*	Combustible.
Coast Guard, CHRIS Code:	OMT *
Compatibility Category:	Group 33.

*Bulk (> 119 gal.)

9.0 Environmental Data

Product Name

XCEL OUTBOARD TC-W3

SARA TITLE III

Section 313 - Toxic Chemicals

This product does not contain toxic chemicals of Section 313 of Title III of Superfund Amendments and Re-authorization Act of 1986 (SARA) and 40 CFR Part 372.

<u>Components</u>	<u>CAS#</u>	<u>%</u>
None	--	--

Section 311 - Hazard Categories

<u>No</u> Not Applicable	<u>Yes</u> Fire Hazard
<u>No</u> Acute (Immediate Health Hazard)	<u>No</u> Sudden Release of Pressure Hazard
<u>No</u> Chronic (Delayed Health Hazard)	<u>No</u> Reactive Hazard

Section 302(A) - Extremely Hazardous Substances

(RQ = Reportable Quantity)
(TPQ = Threshold Planning Quantity)

This product does not contain Extremely Hazardous Substances of Section 302(A).

<u>Component</u>	<u>CAS#</u>	<u>%</u>	<u>RQ lbs.</u>	<u>TPQ lbs.</u>
None	-	-	-	-

Clean Water Act

Under Section 311 (b) (4) of the Clean Water Act, discharges of crude oil and petroleum products in any kind or form to surface waters must be immediately reported to the National Response Center: 800-424-8802.

Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) - Section 102 Hazardous Substances

<u>Component</u>	<u>CAS#</u>	<u>%</u>	<u>RQ lbs.</u>
None	-	-	-

Petroleum and petroleum fractions are excluded from the list of CERCLA hazardous substances by Section 101(14) of CERCLA.

CALIFORNIA Proposition 65

Contains components that occur on lists of:

Carcinogenic Materials	<u> </u> Yes	<u> x </u> No
Teratogenic Materials	<u> </u> Yes	<u> x </u> No

Federal Regulations

Reported in TSCA Inventory:

Product	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Components	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

10.0 Labeling

CAUTION

*Combustible liquid.
Contains petroleum distillates.
Keep away from heat and flame.*

*Harmful or fatal if swallowed.
Do not induce vomiting.
Call a physician immediately.*

Keep out of reach of children.

ALL STATEMENTS, INFORMATION, AND DATA PROVIDED IN THIS MATERIAL SAFETY DATA SHEET ARE BELIEVED TO BE ACCURATE AND RELIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, REPRESENTATION, WARRANTY, OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED. ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. USERS SHOULD MAKE THEIR OWN INVESTIGATIONS TO DETERMINE THE SUITABILITY OF THE INFORMATION OR PRODUCTS FOR THEIR PARTICULAR PURPOSE. NOTHING CONTAINED HEREIN IS INTENDED AS PERMISSION, INDUCEMENT, OR RECOMMENDATION TO VIOLATE ANY LAWS OR TO PRACTICE ANY INVENTION COVERED BY EXISTING PATENTS, COPYRIGHTS OR INVENTIONS.

NA - Not Applicable

ND - No Data

NE - Not Established

ANEXO 2 – ÍNDICE DE DIAGRAMAS, CUADROS Y GRÁFICAS

Diagramas :

- 1- Estructura organizacional inicial.
- 2- Flujo operacional.

Cuadros :

- 1- Participación de las Entidades en la producción pesquera anual en peso vivo, según litoral y volúmen, 1977.
- 2- Unidades de flota pesquera 1995.
- 3- Embarcaciones registradas por principales pesquerías, según litoral y Entidad Federativa, 1977.
- 4- Cédula de resultados encuesta inicial pescadores
- 5- Cédula de resultados encuesta inicial empresarios

Gráficas :

- 1- Relación Ventas vs. Gastos de Operación 1997
- 2- Relación Ventas vs. Gastos de Operación 1998
- 3- Análisis de Punto de Equilibrio

ANEXO 3 – INDICE DE MAPAS,FOTOS Y FIGURAS

Mapas :

- 1- Ubicación en la República del sector de inicio de operaciones
- 2- Ciudad de San Fernando, comunidades de Carboneras y Carvajal

Fotos :

- 1- Bodega de inicio de operaciones
- 2- Labor de introducción al mercado
- 3- Instalaciones transformadas
- 4- Vehículo de reparto
- 5- Campo pesquero abastecimiento de lubricantes

Figuras :

- 1- Transformación de logotipo

ANEXO 4 – PAPELERÍA DIVERSA APOYO A FUERZA DE VENTA

LA ULTIMA GENERACION EN ACEITE DE ALTO
RENDIMIENTO PARA MOTORES DE 2 TIEMPOS



EL ACEITE DEL FUTURO HOY

AHORA EN MEXICO **UNIOIL**, ACEITE PARA MOTORES
DE 2 TIEMPOS DE CALIDAD MUNDIAL CERTIFICADA **TCW3**
(LA MAS ALTA EN ESTE TIPO DE ACEITES) Y CON UN
RENDIMIENTO MUY SUPERIOR AL CONVENCIONAL.
COMPRUEBELO !!.

- ◆ PARA TODO TIPO DE GASOLINAS.
- ◆ MEZCLAS EN PROPORCION DE HASTA 100 A 1.
- ◆ LUBRICA Y PROTEGE SU MOTOR POR CONTENER
BASICOS Y ADITIVOS DE ALTA CALIDAD (LUBRICANTES,
DISPERSANTES Y DETERGENTES).
- ◆ NO PRODUCE CENIZAS.
- ◆ NO SEDIMENTA
- ◆ MANTIENE LIMPIAS LAS BUJIAS.
- ◆ REDUCE EL DESGASTE DE LAS PIEZAS DE SU
MOTOR.
- ◆ ASEGURA UN TRABAJO EFICIENTE A VELOCIDAD
CRUCERO.
- ◆ APROBADO EN EJA POR LA NMMA (ASOCIACION
NACIONAL DE FABRICANTES DE ENSERES
MARINOS), BIA (ASOCIACION DE LA INDUSTRIA
MARITIMA Y OEM (ORGANIZACION DE
FABRICANTES DE MOTORES FUERA DE BORDA)
LO QUE NO DA LUGAR A IMPROVISADOS.

PARA MAYOR INFORMACION CONSULTE A SU DISTRIBUIDOR EN: HIDALGO 700-A, TEL. (884) 4-28-13 EN SAN FERNANDO, TAMPS.

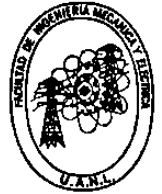


DISTRIBUIDOR EN COMPROMISO

ANEXO 5 – ANÁLISIS DE MUESTRAS DE PRODUCTOS UANL



UNIVERSIDAD AUTONOMA DE NUEVO LEON
FACULTAD DE INGENIERIA MECANICA Y ELECTRICA



MARZO 07, 1997

ACEITES MARINOS, S.A. DE C.V.
HIDALGO 700-A
SAN FERNANDO, TAMPS.

AT'N. C.P. MARCO ANTONIO ARANGUA M.

Por medio de la presente se le informa a usted de los resultados de las pruebas realizadas a las muestras de aceites enviadas a este departamento.

Viscosidad

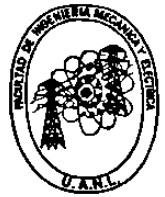
Método ASTM D-88

Muestra	Viscosidad a 100°F	Viscosidad a 210°F
1-A	210 SSU	50.00 SSU
1-B	220 SSU	50.60 SSU
1-C	148 SSU	44.80 SSU
1-D	327 SSU	59.00 SSU
1-E	220 SSU	51.00 SSU
2-A	287 SSU	51.77 SSU
2-B	490 SSU	63.00 SSU
2-C	269 SSU	52.00 SSU
2-D	237 SSU	49.00 SUS

Documento 3



UNIVERSIDAD AUTONOMA DE NUEVO LEON
FACULTAD DE INGENIERIA MECANICA Y ELECTRICA



Puntos de Inflamación

Método ASTM D-92

Muestra	Temp. de Inf. en °F
1-A	285
1-B	320
1-C	260
1-D	260
1-E	265
2-A	475
2-B	445
2-C	240
2-D	430

Sin más por el momento quedo de usted.

Atentamente

ING. MA. DEL CARMEN MORIN C.
JEFE DEL DEPTO. DE MECANICA
DE FLUIDOS.

Vo.Bo. /

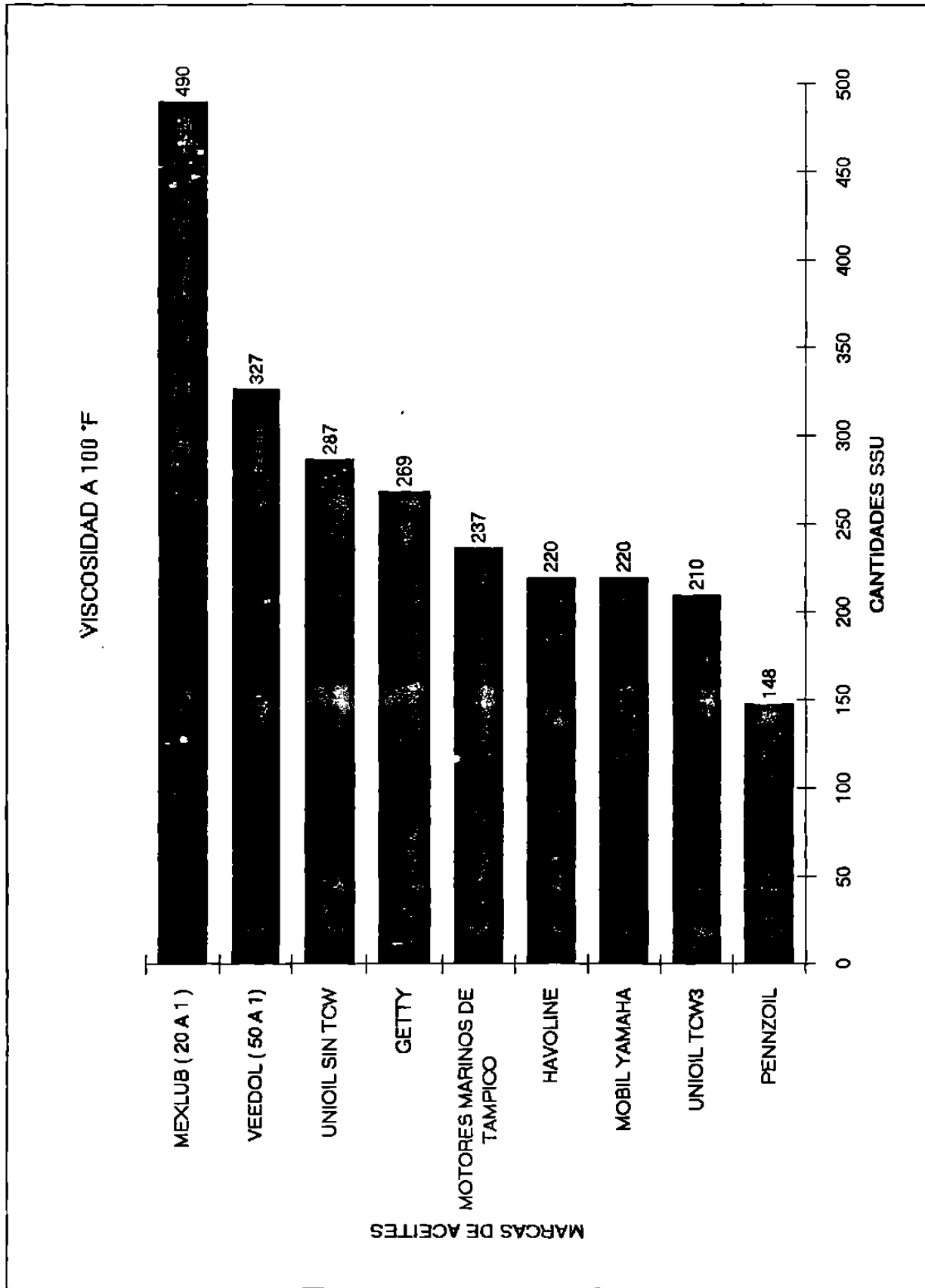
ING. LORENZO HERNANDEZ M
COORDINADOR DE ING. TERMICA
Y FLUIDOS.

EJECUTORES

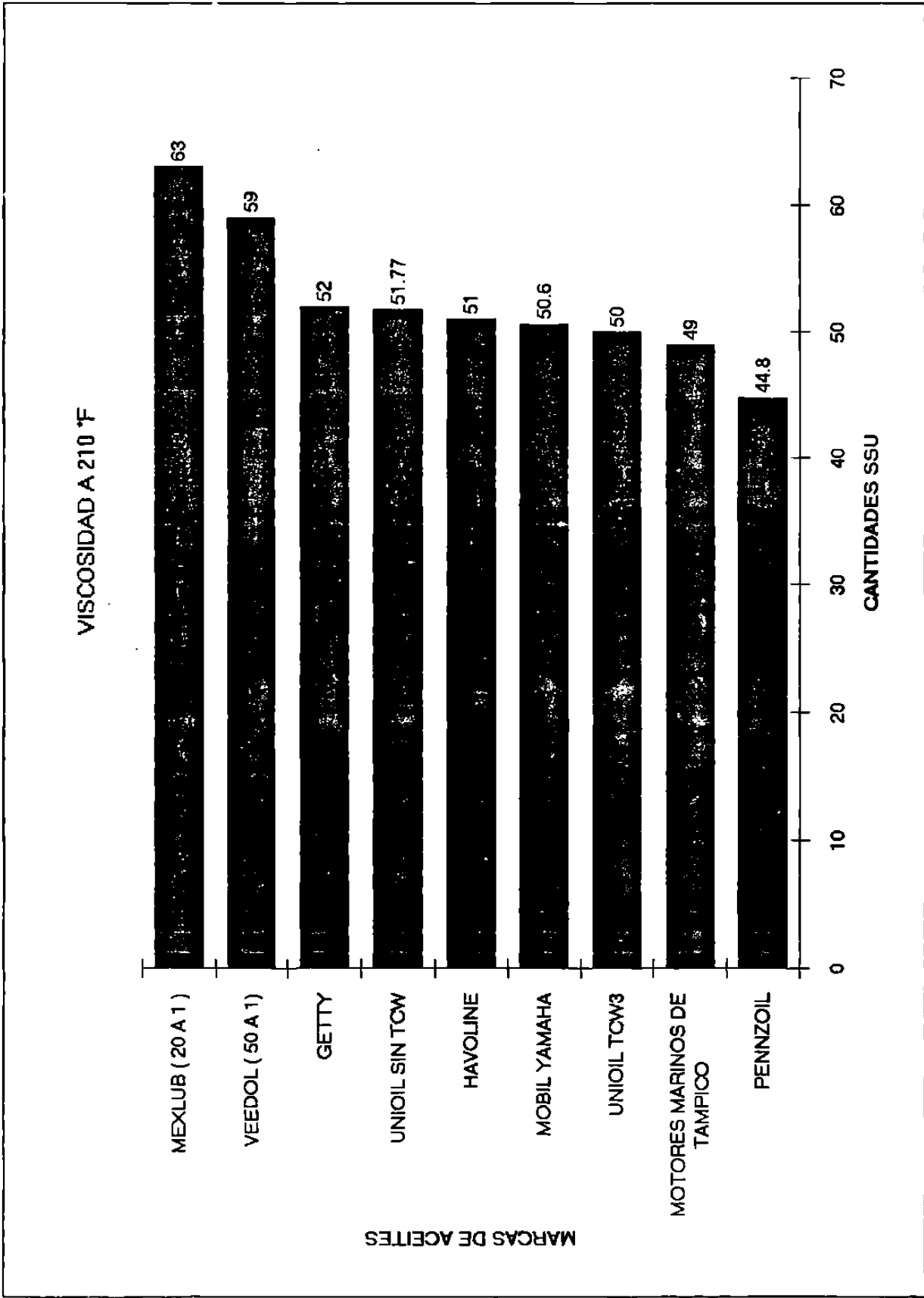
ING. MA. DEL CARMEN MORIN C.

ING. GERARDO ZAPATA GARZA

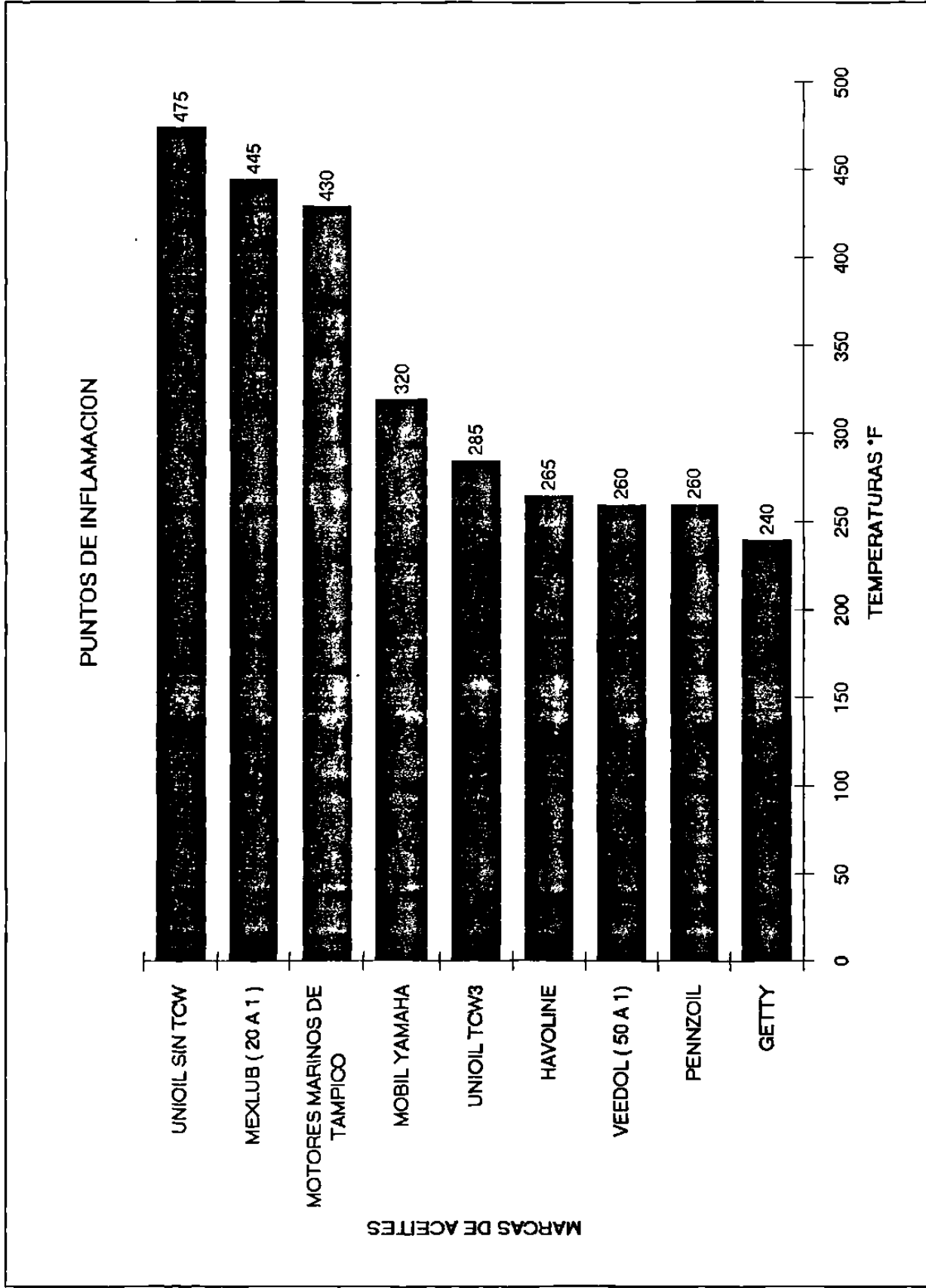
Documento 3



Gráfica 1



Gráfica 2



Gráfica 3

ANEXO 6 – GRUPO DE DISCUSIÓN TCW3 INTERNET

rec.boats newsgroup postings

"TCW3 Outboard Oil (Are They All The Same?)"

21 April 1996

Article 1 of 7

Subject: TCW3 Outboard Oil (Are they all the same?)
From: equipchase@minot.com (Ron Bertsch)
Date: 1996/04/21
Message-Id: <41e1ua\$69n@news.cpu.net>
Organization: CPU.net
Newsgroups: rec.boats

The following information was found in a publication from North Coast Oil Company, Inc.

"NMMA TC-W3 Lubricants are a major improvement over TCWII fluids, both in water-cooled and air-coolde applications. With the introduction of the new TC-W3 additives, the additive companies, that once were skeptical of performance quality of TC-WII oils generally marketed for air-cooled applications, are now confident of adequate air-cooled, two-cycle engine protection, using their approved TC-W3 formulas. Therefore a true "Universal" two-cycle lubricant is now available UNTIL!! "JASO" and "GLOBAL" fluids are required."

On the issue of brand X being better than brand Y and the engine maker that claims only their brand Z TCW3 oil can be used in their respective engines. TCW3 oil in itself is a specific formula. If the Oil lable states it is a TCW3 with an approval code of 3-15020 located above, below, or on either side of the TCW3 logo, it is the aproved oil for use this year in all outboard engines.

Is one Brand of TCW3 coded 3-15020 better than the other. Yea, the one with the lower price is better cause it leaves more of the green stuff in your pocket where it belongs and not turned into excess profits for the engine makers.

According to GOA company, North Coast Oil, Inc. ST Paul, MN. If you use TCW3 coded 3-15020 all engine makers must honor any warranty claims without regard to the brand of TCW3 oil used in the engine.

In Sumary, I use TCW3 oil coded 3-15020 sold directely by oil companies. I know I am paying a fair price for an approved product and not contributing to unearned profits the engine makers try to make.

Ron Bertsch
Equipment Chase

Article 2 of 7

Subject: Re: TCW3 Outboard Oil (Are they all the same?)
From: ste1@delphi.com
Date: 1996/04/21
Message-Id: <B-EqHRc.ste1@delphi.com>

Documento 4

References: <4le1ua\$69n@news.cpu.net>
Organization: Delphi (info@delphi.com email, 800-695-4005 voice)
X-To: Ron Bertsch <equipchase@minot.com>
Newsgroups: rec.boats

Ron Bertsch <equipchase@minot.com> writes:

>According to GOA company, North Coast Oil, Inc. ST Paul, MN. If you
>use TCW3 coded 3-15020 all engine makers must honor any warranty
>claims without regard to the brand of TCW3 oil used in the engine.

By the way, in the United States, this is also Federal Law. It is called the Magnuson Moss Warranty Act. An engine manufacturer can indeed require a certain brand of lubricant be used in their engine though. How? There is only one way; *if* the manufacturer were to provide the specified lubricant for *free*, or if it can be *proven* that the engine will only run properly with said specified *brand* lubricant.

So if some unscrupulous store is telling you that you *must* use a certain brand oil in order to maintain any warranty, say to them "Okay. Where is my FREE oil?" If they do not give you the oil for FREE, then tell them that maybe it is time for you to call the Federal Trade Commission and report their *illegal* activities and efforts to rip-off the public.

Engine, or equipment manufacturers can not legally specify *brands* of oils. Only RATINGS of oils.

Yes, there are indeed differences amongst brands of oils in a given rating, i.e. TC-W3. A lubricant rating ensures a *minimum* standard. There are lubricant manufacturers that are not content with manufacturing lubricants to minimum standards, AMSOIL INC. being one of them with their complete line of superior quality synthetic lubricants.

In general, any synthetic TC-W3 oil is going to perform much better than any petroleum TC-W3 oil, without question. High quality synthetic oils also can save some money for the consumer. But then, better quality products usually do.

Happy boating all!

Steve

7 year independent AMSOIL Synthetic Lubricants Dealer

Article 3 of 7

Subject: Re: TCW3 Outboard Oil (Are they all the same?)
From: equipchase@minot.com (Ron Bertsch)
Date: 1996/04/23
Message-Id: <4lipqa\$hb6@news.cpu.net>
References: <4le1ua\$69n@news.cpu.net> <B-EqHRc.ste1@delphi.com>
Organization: CPU.net
Newsgroups: rec.boats

ste1@delphi.com wrote:

>Ron Bertsch <equipchase@minot.com> writes:

>

> Yes, there are indeed differences amongst brands of oils in a given rating
>, i.e. TC-W3. A lubricant rating ensures a *minimum* standard. There are
>lubricant manufacturers that are not content with manufacturing lubricants
>to minimum standards, AMSOIL INC. being one of them with their complete line
>of superior quality synthetic lubricants.

> In general, any synthetic TC-W3 oil is going to perform much better than
>any petroleum TC-W3 oil, without question. High quality synthetic oils also
>can save some money for the consumer. But then, better quality products
>usually do.

>

> Happy boating all!
> Steve
> 7 year independent AMSOIL Synthetic Lubricants Dealer

Thanks Steve for the additional input, however, TCW3 oil is not a synthetic, it is a natural oil and the formulation "TCW3 code 3-15020" means that it is a natural ashless oil used in low temp outboards.

TCW3 oils blended with a synthetic are no longer a true TCW3 code 3-15020 oil.

Once Again, there is no difference among the brands of TCW3 oils using the approval code of 3-15020. The only difference in the oil is the Price you pay for the label.

Folks, its your money - demand more, and If you are looking for a low cost TCW3 oil with code 3-15020 contact me via E-mail and I will provide you with information on both product & pricing. For those outside the USA pricing information may take a little longer.

Synthetics and Synthetic blends on the other hand perform far better in high or extreme temps such as racing engines, snowmobiles, chainsaws, ect.

Ron Bertsch
equipchase@minot.com
Equipment Chase

Article 4 of 7

Subject: Re: TCW3 Outboard Oil (Are they all the same?)
From: stel@delphi.com
Date: 1996/04/25
Message-Id: <51EKvJ1.stel@delphi.com>
References: <41e1ua\$69n@news.cpu.net> <B-EqHRC.ste1@delphi.com> <4lipqe\$hb6@news.cpu.net>
Organization: Delphi (info@delphi.com email, 800-695-4005 voice)
X-To: Ron Bertsch <equipchase@minot.com>
Newsgroups: rec.boats

Ron Bertsch <equipchase@minot.com> writes:

>Thanks Steve for the additional input, however, TCW3 oil is not a
>synthetic, it is a natural oil and the formulation "TCW3 code 3-15020"

Then why am I looking at a bottle of synthetic 2-cycle oil that clearly states is is TC-W3? You might want to look into checking that. TC-W3 does not automatically denote a petroleum oil. It is simply a performance rating for an oil and there are many synthetic oils out there that are TC-W3 rated, AMSOIL included.

Sincerely,
Steve
7 year AMSOIL Synthetic Lubricants Dealer

Article 5 of 7

Subject: Re: TCW3 Outboard Oil (Are they all the same?)
From: "ken.erdley" <ken.erdley@trans.ge.com>

Date: 1996/04/24
Message-Id: <317E4681.391D@trans.ge.com>
References: <4lelua\$69n@news.cpu.net> <B-EqHRc.stel@delphi.com> <4lipqe\$hb6@news.cpu
Cc: ken.erdley@trans.ge.com
Content-Type: text/plain; charset=us-Ascii
Organization: GE Transportation Systems
Mime-Version: 1.0
Newsgroups: rec.boats
X-Mailer: Mozilla 2.0 (Win16; I)

I believe that code 3-15020 is the certificate number for a particular manufacturer. It will be different for each brand of TCW3. I was in a store last week and looked for this. Three brands on the shelf that were TCW3 all had different certificate numbers. Am I right???

ken.erdley@trans.ge.com

Article 6 of 7

Subject: Re: TCW3 Outboard Oil (Are they all the same?)
From: huggins@prodigy.com (Robert Huggins)
Date: 1996/04/24
Message-Id: <4ljqso\$159c@rtpnews.raleigh.ibm.com>
References: <4lelua\$69n@news.cpu.net>
Organization: ISSC South Region, RTP, NC
Newsgroups: rec.boats

equipchase@minot.com (Ron Bertsch) wrote:

>TCW3 oil in itself is a specific formula.
>Close but wrong. TC3 is a specification.

>Yea, the one with the lower price is better...
>If price is your only criteria.

>If you use TCW3 coded 3-15020 all engine makers must honor any warranty
>claims without regard to the brand of TCW3 oil used in the engine.
>True.

Mercury Marine sells three different types of TC3 oil. One of their publications even rates these three oils on a 1-10 scale according to a set of criteria. In some cases, say carbon buildup, they might rate one oil as a 7, one as a 9, and one as a 10. All three passed the TC3 test, which might have had a cutoff of 5 for this criteria.

Some people buy a boat and use it only once or twice a year.
Some people buy a boat and use it an average of 50 times a year.
Some people buy a boat and use it every day for work.

Its a matter of how much carbon buildup, how much piston wear, etc. you want or need. Lubrication is more critical for some horsepower and design of engines than for others. It's too late when you have a broken piston ring and/or a scored cylinder.

I'm tired of defending the OEM's TC3 oils to people that want to think that all TC3 oil provides the same amount of engine protection. If someone can provide some FACTS, I'll be the first one to point the finger (you know which one) and raise hell with the OEMs. Until then, the FACTS that I have seen indicate that all TC3 oils are not the same. Certain additives, which are expensive, provide more protection. The OEM's do not start the oil design process trying to

design the cheapest oil which will pass the test. They are looking for oils which will protect their engines and also be affordable.

As they say, your mileage may vary... and the quality of the oil you use in your engine is one reason why!

Robert Huggins
huggins@prodigy.com

Article 7 of 7

Subject: Re: TCW3 Outboard Oil (Are they all the same?)
From: "Timothy P. Banse" <middlecoast@avalon.net>
Date: 1996/04/29
Message-Id: <3184F848.1327@avalon.net>
References: <4le1ua\$69n@news.cpu.net> <41jqso\$159c@rtpnews.raleigh.ibm.com>
Content-Type: text/plain; charset=us-Ascii
Organization: Middle Coast Publishing, Inc.
Mime-Version: 1.0
Newsgroups: rec.boats
X-Mailer: Mozilla 2.0 (Win16; I)

There is a big difference between TC-W3 oils. Some blends barely meet the specification, others exceed it. Those sold by the outboard companies tend to be the best because they are formulated to meet the powerhead's individual requirements. In other words, Mercury oil in black engines, OMC oil in Evinrudes and Johnsons.

Tim Banse - Publisher- Marine Mechanic Magazine
<http://www.avalon.net/~middlecoast>



[Return to Recreational Boat Building Industry Home Page](#)

ANEXO 7 – ESTADOS CONTABLES



DISTRIBUIDOR EN COMPROMISO

**ACEITES MARINOS SA. DE CV.
ESTADO DE RESULTADOS
AL 30 DE JUNIO DE 1998**

INGRESOS TOTALES		283,359.12
COSTO DE VENTAS:		164,201.61
Inv. Inicial	0.00	
Compras	233,021.65	
Inv. final	68,820.04	

UTILIDAD BRUTA		119,157.51
GASTOS GENERALES		69,794.80
GASTOS FINANCIEROS		1,226.28

RESULTADO EJERCICIO		48,136.43
		=====



C.P. SUSANA PIMENTEL DELGADO
Contadora



ACEITES MARINOS S.A. DE C.V.
BALANCE GENERAL
DEL 01 DE ENERO AL 30 DE JUNIO DE 1998

ACTIVO**Circulante:**

Bancos		43,346.74	
Clientes		33,128.00	
Inventario de mercancías		68,820.04	
		<u> </u>	145,294.78

Fijo:

Eq. de transporte	108,278.26		
Depreciación acum.	27,069.57	81,208.69	
	<u> </u>		
Mob. y Eq. Ofna.	3,494.78		
Depreciación acum.	393.60	3,101.18	
	<u> </u>	<u> </u>	84,309.87

Otros Activos:

Depósitos en gta.		2,212.00	
I.V.A. Acreditable		19,690.86	
Crédito al salario		161.80	
		<u> </u>	22,064.66

TOTAL ACTIVO**251,669.31**
=====



DISTRIBUIDOR EN COMPROMISO

ACEITES MARINOS SA. DE CV.
BALANCE GENERAL
DEL 01 DE ENERO AL 30 DE JUNIO DE 1998

PASIVO

Circulante:

Proveedores	4,500.00	
Doctos. por pagar	10,272.18	
	<hr/>	14,772.18

CAPITAL

Capital Social	427,925.85	
Result. ejercicios ant.	-239,165.15	
Result. del ejercicio	48,136.43	
	<hr/>	236,897.13

TOTAL PASIVO Y CAPITAL **251,669.31**



C.P. SUSANA PIMENTEL DELGADO
Contadora

ANEXO 8 – EJEMPLOS DE BÚSQUEDA DE ALTERNATIVAS DE NEGOCIO

Documento 5 – Solicitud de alianza Nissan Motor
Co.,LTD en Japón

Documento 6 – Respuesta de alianza Nissan Motor
Co.,LTD en Japón

Documento 7 – Alianza de operaciones con Mobil-Marther



ACEITES MARINOS, S.A. DE C.V.

September 8th, 1997

Distinguished Personnel,

We are a company with a year of commercial operations of marine outboard motors which is imported from EUA. our core is the commercial fisherman in the Northeast zone of Mexican territory.

We have some short goals like to cover a larger geographical zone and to find a major marketing force.

For the success of this goals, we believe that we must to reinforce our power of market with actions like to offer a complementary product that it is source of major business, major service, major opportunities, major competence. This complementary product that certainly will be our principal product in the future is the outboard motor.

For this reason, we contact you with the hope to obtain the maximum information about to be a dealer in Mexican territory of yours outboard motors.

Let us to specify four initial questions:

- 1- Wich are yours requirements for to be a dealer for Mexican territory of yours outboard motors?
- 2- Wich benefits we can to find with the fact of to be a dealer for Mexican territory of your trade mark?
- 3- Does it is possible to obtain an update catalog of motors types and dealer prices?
- 4- Who is the person that we must to contact in your company for this trade actions?

Thanks, for yours attentions and please send us any information to:

Lic. Rigoberto Ponce Quiñones - Manager of Aceites Marinos S.A. de C.V.
Calle Primera # 714, Fracc. La Herradura, C.d. Guadalupe N.L.,
C.P. 67140 (México)

Documento 5

FAX MESSAGE

Nissan Motor Co., Ltd., Marine Division
17-1, Ginza 6-chome, Chuo-ku, Tokyo 104-23
TEL: +81-3-5565-2681 FAX: +81-3-5565-3419

Sep. 17, 1997

To: Mr. Rigoberto Ponce Quinones Manager of Aceites Marinos S.A.de C.V. MEXICO	From: Y.Inoue Planning & Coordination Sect.
--	--

RE: Your Letter of Sep. 8th, 1997

Dear Mr. R. P. Quinones:

Thank you for your Letter inquiring about Nissan Outboard Motors.

Unfortunately, our outboard motors are marketed in the Japanese domestic market mainly and exported to a few limited areas only, and we have no plan to start export to your area in the foreseeable future. Therefore, we are not in the position to respond to your kind proposal at this moment.

We thank you again for your interest in Nissan products and hope your understanding on this matter.

Best regards,



Y. Inoue

Planning & Coordination Section
Marine Division

* Although we tried to send this message by fax several times, could not connect.



Centro de Distribución Regional
 Manuel L. Barragán #350 Nte.
 Parque Industrial Stiva. San Nicolás de los Garza, N.L.
 Teléfonos y Fax: (8) 352-8530 al 352-8534

10/ENERO/1998

ACEITES MARINOS, S.A. DE C.V.
 PRIMERA 714
 COL. LA HERRADURA.
 GPE. ,N.L.

LIC. RIGOBERTO PONCE QUIÑONES

SOLAMENTE PARA HACER DE SU CONOCIMIENTO QUE A PARTIR DE ESTA FECHA LOS PRECIOS QUE A CONTINUACION SE INDICAN SE ESTARAN MANEJANDO HASTA NUEVO AVISO.

Descripción	Present.	Costo Unitario	DCTO. P.P.
Mobil Out Board Super	12/1 lto.	\$182.52	\$173.39
Mobil Out Board Super	19 lts	\$270.95	\$243.86
Mobil Out Board Super	208 lts	\$2,873.15	\$2,729.49

CONDICIONES DE VENTA.-

PRECIOS UNITARIOS
 CONSIDERAR UN 15% DE I.V.A.
 EL 5% SOLO SE APLICARA POR PRONTO PAGO
 LAB. NUESTRA PLANTA.

SOLAMENTE LA PRESENTACION DE CUBETA TIEN UN 10% POR P.P.

SIN OTRO PARTICULAR POR EL MOMENTO, QUEDO DE USTED

ATENTAMENTE,

Fernando Hernandez M.
 ING. FERNANDO HERNANDEZ M.

C.C.P. SR. A MARTINEZ

Post-it® Fax-Note	7671	Date	9-03-98	# of pages	1
To	Sr. Rigoberto Ponce	From	Lic. Ponce		
Co./Dept.		Co.	Warther/del Nte		
Phone #		Phone #			
Fax #	342-70-62	Fax #			

Documento 7

Mobil

ANEXO 9 – CONTROL DE CLIENTES

ESTADO DE MERCANCIA UNIDIL AL 15 DE SEPTIEMBRE DE 1998

Cientes por Localidad	Ultimo Mov.	Consig.	Pagadas	Abonos	Fact.	Precio Esp. Desde	Incidente Mecánico	Cobranza Difícil	Status de Baja	Observaciones
Mezquital:										
Benito Juárez Campo Pelones		0	62			45	M			Campo Pesquero
Rubén Cárdenas		0	12		12		M		B	Caso Matamoros Pescador
Jose Luis Flores		0	2							
José Castro Boas		1	0					C		Mecánico
Guadalupe Cantú		0	1							Campo Pesquero
Felipe Hernández		0	6							Venta Gasolina
Alejandro Gzz		0	1					C		Camaronero
Rafael López A. Calmy		0	1							Campo Pesquero
Trinidad Gallardo Chiro		5	0							
Barrancón:										
Yinicio Cruz		0	5						B	Miscelanea
Moises Morales		0	58							Mecánico, Pescador
Rene Morales		0	30					C		Venta Gasolina
Macario Reyes (Coop Nvo. Dolores)		0	10		4			C		Cooperativa
Oscar Gracia Medrano		0	1							Pescador
Santos Garcia (Coop.)		0	53		45		M			Campo Pesquero
Ramiro Garcia		2	5	100						Hno. Santos
Crispín Casas		0	2							Pescador
Genaro Mejia		1	8							Pescador
Gregorio Pérez Patas		1	7							Pescador
Paciano Verona		1	0							Pescador
Iván Elizondo		1	0							
Fco. Castellanos Vaquero		0	1							
Eusebio Mascareñas		0	2		1					
San Fernando:										
Sergio Hernández		5	4	200			M			Presidente Coopetvas.
Tomás Ramirez		0	55		51		M			Campo Pesquero
José Angel Lozano Lucio		0	13					C		Campo Pesquero
Riber Romero		2	7				M		B	Pescador
Mike Kowalsky		1	1							Ferreteria
Carbonera Norte:										
Pedro Valdez		2	24							Venta Gasolina
Macario Pérez		5	154			65				Venta Gasolina
Adán Carbajal Bautista (RIP)		1	2	60				C	B	Falleció

Tomasa Ramirez														Miscelanea
Cornelio San Martin								7						Pescador
Juan San Martin								5						Pescador
Eladio San Martin								1						Pescador
Vicente Rdz.								3						Pescador
Tirso Cruz								6						Pescador
Socorro Gzz								5						Pescador
Aniceto (Raul) Azua								1						Miscelanea
Guinecindo Azua Bautista								2						Pescador
Julian Hdz								6						Pescador
Faustino Guierrez								3						Pescador
Mario Arturo Garcia								4						Pescador
Raul Rdz.								2						Pescador
Coop. Carbajal Rogelio Rincones								11						Pescador
Ricardo Rincones								7						Cooperativa
Efraín Sánchez								28						Hno. Rogelio
Filimon Tapia								8						Miscelanea
								53						Campo Patos
Carbonera Sur:														
Benito Loya														
Isaias Garcia								114						Venta Gasolina
Faustino Ibarra								0						
Amedo								18						
Macario Hijo								89						Mecánico
Arturo Garcia								1						
Julian Rdz. (Pto. Rico)								28						Sobriño Macario
Juan Carlos Bocanegra (Pto. Rico)								1						Pescador
Ma del Carmen Cerda (Pto. Rico)								0						Pescador
Carlos Camacho (Pto. Rico)								4						Pescador
Fco. Gallegos (Pto. Rico)								1						Pescador
Joaquin Ramos (Pto. Rico)								2						Pescador
Jose Luis Ramos								1						Pescador
Guadalupe Leal								1						Pescador
Fco. Alvarado Texas								5						Pescador
Natividad Lopez								13						Pescador
Rafael Vega								2						Pescador
Miguel Treviño								4						Pescador
Manuel Vega								10						Pescador
Saul Cantu Garcia								1						Pescador
Juan Manuel Garcia								8						Pescador
José del Angel								1						Pescador
								18						Pescador

Cecilio Pinedo	0	2							Pescador
Esteban Terrazas Rivera Conejo	1	0	200						Pescador
Armando Cruz	0	1							Pescador
Laura Sánchez	0	2				M		B	Pescador
Alfonso Segura Delgado	0	8							Pescador
Ovidio Sánchez	2	0				M		B	Pescador
José Angel Gaspar (Estaca)	0	1				M		B	Pescador
Juan Pérez	0	3						B	Miscelanea
Félix Belancourt Mtz	0	3						B	Camaronero
Felipa Hdz. Lavarez	0	1						B	Miscelanea
Juan Luis Guerrero Fulido	0	2						B	Pescador
José Rosalio Gaspar	0	1						B	Pescador
Modesto Garcia López Moyo	0	3						C	Pescador
Jose Antonio García	1	0						C	Pescador
Jose Parras	1	1						C	Pescador
Roberto del Ángel	0	1						C	Pescador
Adrián Martínezlunjo	0	16							Miscelanea
Sonia Tunija	0	2							Pescador
Nabor Muniserat Vásquez	0	1						B	Miscelanea
Israel Garcia	4	3	210					C	Pescador
Javier Felipe Fullo	1	1							Pescador
Alejandro Beas	0	1							Pescador
Miguel Rincos	0	1							Pescador
Punta Alambre :									
Efraim Enriquez (Gordo Jaibas)	0	7	5					C	Pescador
Eugenio Mtz.	0	4							Pescador
Alfonso Aldama	0	1						B	Pescador
Leobildio Gz. Rincónes Bern Isidro	1	37	5						Pescador
Juan Isidro Terán	2	2	50						Pescador
Ramiro E. Joreta	1	1	200			M		C	Pescador
Margarito Constantino	1	0	100			M		C	Pescador
Nairiso Constantino	0	1				M		C	Pescador
Martín Cabrera	0	5							Miscelanea
Loude, fzz. Saavedra	1	0						C	Miscelanea Cerrada
Eusebio Francia	0	3							Pescador
Teófilo Gz.	1	0	100			M		C	Pescador
Juan Juárez	0	1							Pescador
Ramón Constantino	1	1	140					C	Pescador
Enrique Mtz. Lara	2	1	200					C	Miscelanea
Joel Nava		1							Pescador

Marco A. Gallegos Chelino																				Pescador
Jose Luis Flores La Centella																				Miscelanea
Agustin del Angel																				Pescador
Ruben Vega																				Pescador
Heiser Noche Buena																				Venta Gasolina
Mario y Santos Hilario																				Pescador
Juan Hilario																				Pescador
Punta Piedra																				
Felipe de Jesus Rojas	2																			Pescador
Leonel Meza																				Pescador
Laura del Angel																				Miscelanea
Humberto Dávila																				Cooperativa
Bonifacio Herrera																				Cooperativa
Gerardo Flores																				Pescador
Clemente Flores																				Pescador
Ernesto Molar																				Pescador
Fernando Viveros																				Pescador
Baldemar Flores																				Pescador
Butake	1																			Miscelanea
Nicanor Díaz																				Pescador
Martin Hdz.																				Pescador
Ramón Gzz Cruz																				Pescador
Fco. Alzamada																				Pescador
Antonio Aguilar																				Pescador
Ruben Guerrero																				Pescador
Alfonso Aguilar Toto																				Pescador
Antonio Hernández																				Pescador
Gustavo Reyes																				Pescador
Carbatal																				
Antonio Meza	2																			Miscelanea
Filomón Espinoza	1																			Mecánico
Moreno Beas																				Venta Gasolina
Jesus Beas	1																			Pescador
Ma. Gpe. Beas																				Miscelanea
Sergio Montelongo																				Miscelanea
Gustavo Coronado ó Mauro Cáceres																				Cooperativa
Pablo Constantino	1																			Pescador
Luis Mujica Meléndez Hipi	2																			Mecánico
Domingo Lorenzo	1																			Fuera de la Localidad

Trinidad Beas												
Eli Aguilón Domínguez	0	1						B	Pescador			
Domingo Vidal (Dovinar)	0	1						B	Miscelanea			
Nicanor Beas Rubio	0	1					C	B	Pescador			
	1	0	120					B	Fuera de la Localidad			
La Pesca :												
Yolanda Casados	0	5						B	Pescador			
Dionicia Gámez Yañez	4	15	14						Miscelanea			
Joaquín Cepeda	0	1							Pescador			
Pedro Cepeda	2	0							Pescador			
Juan Cepeda	0	31							Campo Pesquero			
Gustavo Turruviates	0	1							Pescador			
José De Jesús Gazz Badillo	0	3							Pescador			
Comercial Castro	1	5	4					B	Miscelanea			
Feliciano González Salazar	3	27							Mecánico			
Nuevo Padilla :												
Chon	0	1										
Barra del Tordo :												
Octavio Peña (Hijo Teófilo)	6	40	22	6				C	Pescador			
Felipe Polanco	0	0						C	Pescador			
Marcos del Ángel Bautista	1	5		5					Mototerrista			
Inés Díaz Acuña (Chata)	6	6		6					Campo Pesquero			
David Paredes	2	3		3					Pescador			
Motrongo Rubén Balboa	3	4					M		Pescador			
Abraham Cruz	0	46		46					Campo Pesquero			
Félix Alvarez	0	1							Campo Pesquero			
Juanelo	0	1							Campo Pesquero			
Soto La Marina :												
Margarita Ramírez Moreno	0	3						B	Refaccionaria			
Cándido Jiménez Salinas	1	0		3					Refaccionaria			
Tampico :												
Ella Durán Guerrero	0	10		10					Mecánico Pajo Fino			
Gloria Elisa García Ayala	10	25		25					Venta Gasolina			
Juan Carlos Gazz	0	1		1				B	Venta Gasolina			
Morón :												
Salvador Aguirre (Gallego)	7	2	180				M		Pescador			

Mauro Nuño Tejeda	6	8							Pescador
Julio Puitido	1	2							Pescador
Ortiza Rico	4	10							Miscelanea
Teófilo Peña	3	8							Pescador
Juan Peña Garza	2	98		66					Campo Pesquero
José Lozano	1	0							Pescador
Melquiades Trujillo	3	30							B
Totales :	16	171	1763	4562	306				
CONSOLIDACION TOTAL UNIOIL TCW3									
Inventario Inicial	1065	15-Oct-96							
Entradas	200	30-Jun-97							
	592	15-Oct-97							
	605	15-Abr-98							
Vendidas	1763								
Consignación	171								
Promociones	4								
Ventas Directas	7								
Abonos	19	Aprox.							
Conciliación (Saldo a comparar vs. el inventario real)	498								
									(Conciliación = Inv. Inicial + Entradas
									- Vendidas
									- Consignación
									- Promociones
									- Ventas Directas
									- Abonos)
Inventario Real	461								
Balance Total	37	Pérdida Aprox.							
CONSOLIDACION TOTAL UNIOIL M/P-2									
Inventario Inicial	606	15-Oct-96							
Vendidas	17	Precio vta. \$168							
Consignación	5								
Promociones	1								
Enviadas a Chiapas	580								

Conciliación (Saldo a comparar vs. el inventario real)	3	(Conciliación = Inv. Inicial · Ventidas · Consignación · Promociones · Enviadas a Chiapas)							
Inventario Real	0								
Balance Total	3	3 Pérdida Aprox.							
Estadísticas Finales TCW3 :									
Inventario Inicial	477								
Entradas	0								
Cajas Desplazadas	16								
Inventario Final	461								
Total Histórico	2462								
Cajas Vendidas	1763								
Consignación	171								
Promociones	4								
Ventas Directas	7								
Abonos	19								
Saldo	497.99								
Inv. Real	461								
Dif. Inventario Real (Pérdidas)	36.992								
Comentarios :									

ESTADO DE MERCANCIA MOBIL CAJAS AL 15 DE SEPTIEMBRE DE 1998

Cientes por Localidad	Ultimo Mov.	Contsig.	Pagadas	Abono	Fact.	Precio	Observaciones
Mezquital:							
Elias Gallardo		10	20				
Rafael López A. Caloy		6	10				Campo Pesquero
Felipe Hdz.		6	57				Campo Pesquero
Rubén Cárdenas		35	72		72		
Oraldo Cantú		0	2				
Guadalupe Caritú		5	6				
Pedro Mar		5	0				
Media Luna :							
Rogelio Garcia		1	0				
Erasmó Huerfía	1	1	3	48			
San Fernando :							
River Romero		0	1				
José Angel Lozano		5	10				
Carbonera Norte:							
Pedro Valdez		0	2				Venta Gasolina
Tomasa Ramirez		0	11				
Raúl Rdz.	1	1	2				
Mario A. Garcia		1	0				
Carbonera Sur :							
Arturo Garcia		0	0				
Pollo Jaivero		1	4				
Benito Loya		0	6				
Oseas		1	9				
Alberto Bautista		2	6				
Adrián Montelongo		1	0				
Punta Alambre :							
Serafin Noche Buena		2	23		5		Venta de Gasolina
Juan Hilario		1	0				
Diego Hdz.		2	0				
Carbatal:							
Domingo Vidal		4	3	150			

Lorenzo García ?	1	0	100		
Punta Piedra :					Pescador
Ricardo Ahumada	0	6			
Laura del Angel	1	1	200		
Clemente Flores	2	0			
Leonel Meza ?	1	0			
Carbajal :					
Antonio Meza	0	2			Comerciante
La Pesca :					
Juan Cepeda	0	25			Campo Pesquero
Yolanda Casados	0	2		2	
Leoncio Cardiel	0	4			
Martin Ochoa Retacc.	1	0			
Barra del Tordo :					
Felix Alvarez	0	17		17	Campo Pesquero
Felipe Polanco	0	3			Campo Pesquero
Héctor Guzman de la Rosa	19	169		72	Campo Pesquero
Alfonso Guzman	0	5			
Abraham Cruz	3	17		17	
Morón:					
Marco A. Rdz. del Río	0	2			
Melquiades Trujillo	1	57			
Totales :	22	125	498	185	
CONSOLIDACION TOTAL MOBIL CAJAS					
Estadísticas Finales :					
Inventario Inicial	35				
Entradas	0				
Cajas Desplazadas	22				
Inventario Final	13				
Total Histórico	625				
Cajas Vendidas	557				
Consignación	125				
Promociones	0				
Ventas Directas	8				
Inv. Real	13				
Dif. Inventario Real (Pérdidas)	0				

ESTADO DE MERCANCIA MOBIL CUBETAS AL 15 DE SEPTIEMBRE DE 1998

Cientes por Localidad	Ultimo Mov.	Consig.	Pagadas	Abono	Fact.	Precio	Observaciones
Mezquital:							
Felipe Hdz.		0	22				
Rafael López A. Calvo	10	6	163		84		
Trinidad Gallardo		13	78				
Elias Gallardo		20	63				
Emilio Gallardo	6	15	69				
Guadalupe Cantú		5	12				
Oraldo Cantú		0	2				
Anteoco Lorenzo del Angel		4	6		4		
Benito Juárez		0	1				
Roberto Morales	8	15	25				
Pedro Mar Cruz	1	2	19				
Rigo Casados		0	14				
Rubén Cárdenas		10	10		10		
San Fernando:							
Riber Romero		0	3				
Bairancón:							
Moisés Morales		0	1				
Carbonera Nte.:							
Macario Pérez		1	2				
Tirso Cruz		2	2	200			
Eladio San Martín		1	2	100			
Cornelio San Martín		1	0				
Carbonera Sur:							
Juan Pérez	1	1	2				
Alfonso Segura	1	1	2				
Media Luna:							
Roberto Rdz.	1	1	13		12		
Javier Mejía	1	1	14				
Rogelio García		0	1				
Otero		0	1				
Erasmo Huerta		0	3				

Punta Alambre :									
Rubén Vega								6	31
Diego Hdz.								2	250
Serafín Nochebuena								0	
Carbajal:									
Efrén Beas								2	
Guadalupe Aguilar								1	
Trinidad Beas	2							2	
Punta Piedra :									
Gerardo Flores								1	
Ricardo Ahumada	5							9	
Afonso Aguilar Tolo								4	277
Clemente Flores								10	
Juan Torres								2	
La Pesca :									
Fco. Cepeda								2	
Junior Cardiel								4	
Morón:									
Melquiades Trujillo								6	
Anastasio Pulido								1	
Moi del Río	2							0	
Aidama:									
Víctor Pérez Chino								1	
Totales :	38			115			583		858
									110

		CONSOLIDACION TOTAL MOBIL CUBETAS			
Estadísticas Finales :					
Inventario Inicial	53				
Entradas	0				
Total Histórico	688				
Cubetas Desplazadas	38				
Inventario Final	15				
Cubetas Vendidas	583				
Consignación	115				
Promociones	0				
Ventas Directas	0				
Inv. Real	15				
Dif. Inventario Real (Pérdidas)	0				

ESTADO DE MERCANCÍA MOBIL TAMBORES AL 15 DE SEPTIEMBRE DE 1998

Clientes por Localidad	Ultimo		Consig.	Pagadas	Abono	Fact.	Precio	Observaciones
	Mov.							
Mezquitil:								
Felipe Hdz.			1	1	1500			
Guadalupe Cantú			1	1	1800			
Punta de Alambre:								
Rubén Vega			1	0	2900			
Carbajal:								
Trino Beas			1	0	2000			
Punta de Piedra:								
Ricardo Ahumada			0	1				
Morón:								
Marco A. Rdz. del Río			0	2				
Totales :			4	5	8200			
CONSOLIDACION TOTAL MOBIL TAMBORES								
Estadísticas Finales :								
Inventario Inicial								0
Entradas								0
Total Histórico								9
Tambores Desplazados								1
Inventario Final								0
Tambores Vendidos								5
Consignación								4
Promociones								0
Ventas Directas								0
Abonos								2.39
Inv. Real								0
Dif. Inventario Real (Pérdidas)								0

ANEXO 10 – PRONOSTICO DE VENTAS QSB

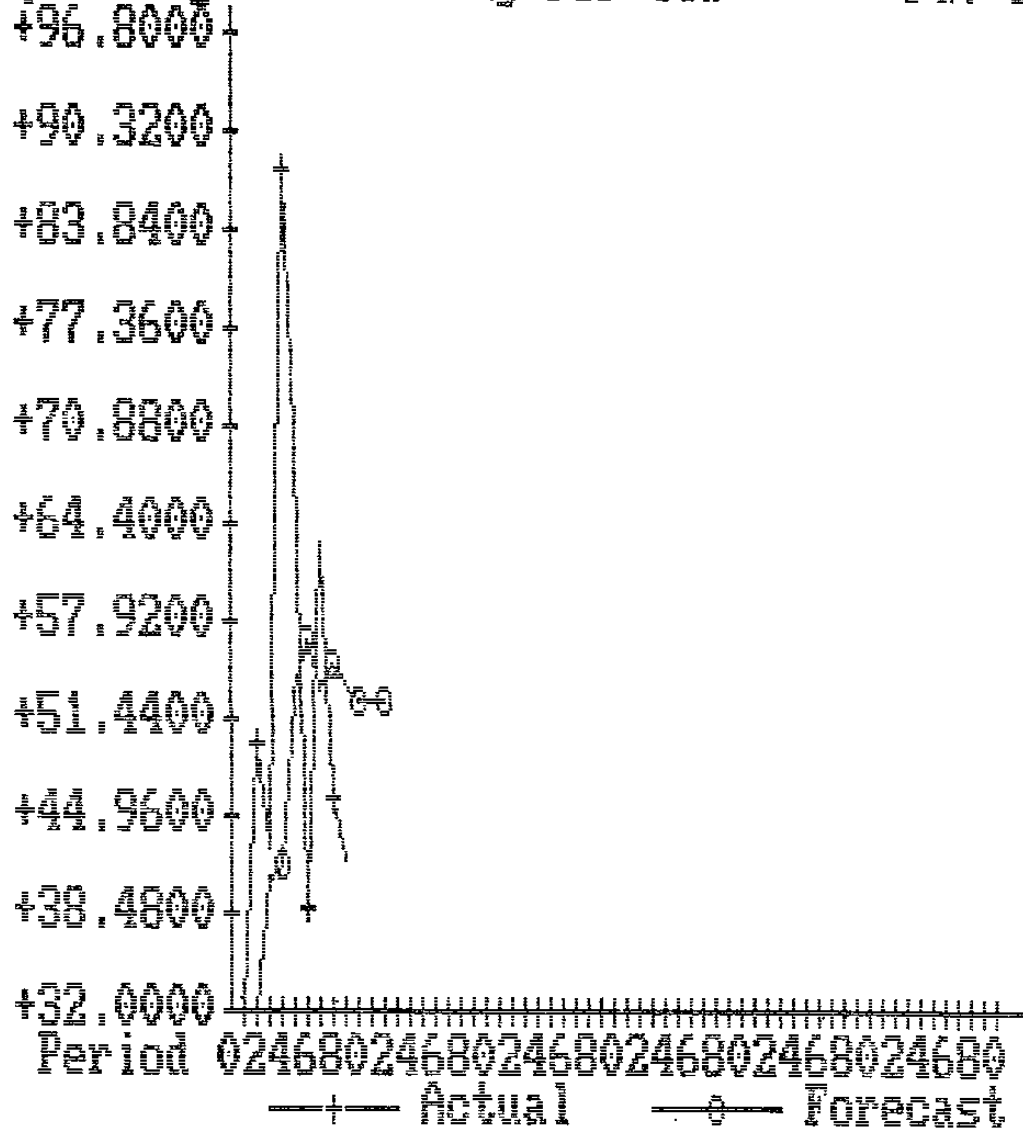
Simple average for TCW

Page: 1

Period	Act. Demand	F(t)	T(t)/W(t)	I(t)	Forecast	Error
1	+32.0000	+32.0000				
2	+50.0000	+41.0000			+32.0000	-18.0000
3	+43.0000	+41.6667			+41.0000	-2.00000
4	+88.0000	+53.2500			+41.6667	-46.3333
5	+70.0000	+56.6000			+53.2500	-16.7500
6	+39.0000	+53.6667			+56.6000	+17.6000
7	+63.0000	+55.0000			+53.6667	-9.3333
8	+46.0000	+53.8750			+55.0000	+9.0000
9	+42.0000	+52.5556			+53.8750	+11.8750
10					+52.5556	
11					+52.5556	
12					+52.5556	

MAD = 16.3615 MSE = 421.778 Bias = -6.74271

Quantity Forecasting for TCW



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