

GESTIÓN DE CONTRATOS Y TÉRMINOS Y CONDICIONES

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T&C MULTIVAC MÉXICO, S.A. DE C.V., The present terms and conditions of sale (hereinafter the "T&C") apply to **Machines** (in forward the machines) carried out by MULTIVAC MÉXICO, S.A. DE C.V. (hereinafter "MULTIVAC"), unless MULTIVAC expressly agrees in writing to the contrary:

1. The signature and/or acceptance of this document; by any means of the Customer in or to any offer, confirmation of sales order, purchase order, invoice, policy, or other document issued by MULTIVAC related to the sale of goods, shall be understood as a plain and simple acceptance to these T&C; Any modification or any alteration to the present as well as to the purchase order or document that is linked to this, there must be a document signed by legal representatives, otherwise they will remain on any document these T&C are documents before or after the acceptance of the present T&C. The Client acknowledges that these conditions prevail over any others and that no tacit acceptance will be valid without written confirmation from MULTIVAC.

2. In the event that the Customer cancels or modifies any item of its order, the Customer undertakes to pay a penalty of 50% (fifty percent) of the value of the products if they are of inventory (stock) and 100% (one hundred percent) of the value of the products that are of special and / or specific request of manufacture for the client.

In addition to what is referred to in the preceding paragraph and in the event that the client, including but not limited to, cancels and / or modifies and/or partially or totally stops the purchase order, the client agrees and undertakes to pay to MULTIVAC the totality of any type of associated cost such as storage, exchange differences, manufacturing penalties, insurance, transfers, freight, customs taxes, among others. In this sense, MULTIVAC will notify the Client of the associated costs in writing, obliging the Client to cover it within a maximum period of 5 (five) calendar days following the date of notification

"The provisions of this clause shall not apply when the cancellation, modification, or suspension arises from the unforeseen circumstances provided for in clause 20 and the period for good faith negotiation has expired. In such cases, the parties' written agreement shall apply."

2.1 MULTIVAC will retain ownership of the machine until full payment of the price. The Client may not tax or transfer it. In the event of non-payment, MULTIVAC may recover the machine without the need for a judicial declaration and the Client will facilitate access to its facilities

3. The Client undertakes to provide MULTIVAC the business day following its request, all the necessary information and documents that MULTIVAC requires. All the information and documents that the Client provides to MULTIVAC must be precise, correct and true. The Client will be responsible for the information and documents provided to MULTIVAC.

4. Payment of the sale price for machines only, will always be with an advance payment of 35% (thirty-five percent) with the placement of the purchase order and/or the signing of this document, 55% (fifty-five percent) after the F.A.T. and/or shipping notice and the remaining 10% (ten percent) 30 days after acceptance of the installation; plus the respective Value Added Tax and will grant MULTIVAC the right to immediately suspend deliveries and services until full regularization, without any liability; All amounts and payments that the Client will pay must be free of expenses and/or withholdings and/or commissions and/or compensations for the same no

amount may be deducted, discounted, withheld and/or offset. In the event that the Customer fails to timely pay any amount owed to MULTIVAC arising from a sale of the machine, the outstanding balance will accrue monthly default interest at the rate of the Interbank Equilibrium Interest Rate (TIE) for a 28-day term plus two basis points published by the Bank of Mexico on the date of delay, plus the Value Added Tax, until fully settled. In addition to the foregoing, MULTIVAC shall have the right, by way of example but not limitation, to not deliver or continue delivering the goods, without any liability for MULTIVAC. Failure to make timely payment shall entail full termination, upon written notice from MULTIVAC.

5. MULTIVAC is obliged to deliver and/or make and/or carry out the machine at the address indicated and agreed upon by the parties, within the approximate time period that is also established by the parties, in the document that is linked to these T&C for such purpose the client must provide all the facilities that MULTIVAC requires to carry out the respective delivery, and/or installation and/or provision of services, in the event that it is not viable to carry out the delivery, installation or provision of services for reasons attributable to the client, MULTIVAC may, at its sole discretion, reschedule the delivery at the Client's expense, reassign, or carry out the delivery, installation or provision of services outside of those established by the parties, with MULTIVAC remaining as a simple depository thereof, with the client having to cover the amount resulting from the expenses incurred, for example, storage, insurance, transfers.

6. The Parties agree that the sale of machines, subject matter of these T&C, may be provided by MULTIVAC directly or by any third party that MULTIVAC subcontracts or chooses. The Client is obliged to supply all the human, physical and installation elements necessary so that, upon arrival, the respective technician or technicians can carry out the delivery, installation or provision of contracted services, always on business days and in an enunciative manner. but not limited to having enough space for installation, delivery, rendering of services, obtaining on their own the permits that may be required to carry out the services, plus all the necessary ones for the fulfillment of these T&C, at the moment in which the services have been concluded, the Client undertakes to sign a document evidencing this. At the signing of this document, the Client will have fully accepted and correctly rendered the services, delivery or installation. If the Client uses the property, despite not having MULTIVAC with the document provided in this section, it will be understood for all legal purposes that the delivery, installation or services have been correctly done and finished and that they have been accepted by the Client.

The client will be responsible for the unloading maneuvers of the machine, including its introduction into its facilities, therefore, from this moment, MULTIVAC is released from any responsibility for the maneuvers.

7. The Client expressly recognizes that to avoid damage to any property purchased from MULTIVAC, among others, the following precautions and warnings must be taken into account: (a) Chlorine-based detergents and disinfectants show intensive evaporation. These vapors cause corrosion and damage the machines purchased from MULTIVAC. For this reason, detergents and disinfectants containing chlorine should not be used. It is

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even recommended to abstain from the use of said cleaning agents to clean the soil and the environment of the machines purchased from MULTIVAC; and (b) if, despite the provisions of subsection (a) above of this numeral, the machines purchased from MULTIVAC have been treated with chlorine-based agents, immediate deep cleaning with water to prevent corrosion damage.

8. The purchase of machines, to MULTIVAC are new, that is, they have not been previously used by any third party, for this reason MULTIVAC grants the Client the following limited warranty, which will be applicable to all of the following:

- MULTIVAC only guarantees that the machines purchased, is free of manufacturing defects and components. The obligation and responsibility of MULTIVAC derived from this guarantee is limited to the replacement of the respective component or part and/or the repair of the machines purchased, the aforementioned within a reasonable period of time - considering each specific case - after the Customer notifies MULTIVAC in writing of the respective defect. The reasonable term referred to in no case may be less than thirty calendar days. The replacement or repair referred to herein will be at no additional charge to the Client. The Client undertakes to make available to MULTIVAC the machines purchased for the replacement or repair referred to herein. By virtue of the foregoing, this limited warranty does not apply to any repair or replacement required for the normal wear and tear of the machines purchased.
 - Except as provided in the following paragraph, this limited warranty shall be valid for 30 (thirty) days for labor, 12 (twelve) months from the date of installation of the machine or a maximum of 14 (fourteen) months from the date of delivery of the machine to the customer's premises or according to the INCOTERM or point/place agreed with the customer. In the event that the machine cannot be delivered for reasons attributable to the customer, the warranty shall begin to run upon notification of delivery readiness by MULTIVAC. The Customer acknowledges that all warranties operate under the condition that payment obligations are fully up to date.
 - Notwithstanding the foregoing, this limited warranty shall terminate automatically and in advance before the end of the aforementioned period, and therefore MULTIVAC shall not be bound or liable in accordance with the same, in any of the following cases or cases:
 - If at any time during the TERM the Customer and/or any of the operators of the machine purchased does not observe the instructions for use, operation and/or maintenance of the machine purchased.
 - If at any time during the TERM the Customer and/or any of the operators of the machine purchased improperly or improperly uses the machine purchased;
 - If at any time during the TERM for any reason the machine sold uses inputs and supplies incorrect or different from those specified. For example and in a non-limiting manner: (a) if the machine purchased has not used or uses a minimum air pressure; (b) if the machine purchased presents moisture and/or condensation or has been in places with unsuitable temperatures; (c) if a power level of specification less than 5% free of harmonics and voltage transients is not maintained; (d) by the flow of water does not lower in salts and sediments; (e) by use of unauthorized sanitizing and sanitizing agents such as those containing chlorine; etc.
- If at any time during the TERM the Customer does not carry out the conservation and proper maintenance of the machine purchased or does not follow the preventive maintenance routines on time, such as lubrication, cleaning, etc. ;
 - If at any time during the TERM any person other than MULTIVAC carries out alterations, modifications, repairs and/or conditioning work to the machine purchased;
 - If at any time during the TERM the machine purchased has used parts and/or spare parts not original supplied by third parties to MULTIVAC;
 - If at any time during the TERM the Customer does not notify MULTIVAC in writing at the latest within 15 (fifteen) calendar days following the date on which the Customer becomes aware of any defect in the good, merchandise, equipment and/or or product purchased; or
 - If the machine purchased is installed by a person other than the one that has MULTIVAC attached.
 - This guarantee is exclusively limited to what is expressly agreed upon here.
 - The limitation of liability established in numeral 9 below and the term to be corrected in accordance with the provisions of numeral 9 of this policy shall also apply to this limited warranty.
 - All services provided by MULTIVAC and all machines purchased, that is, not new, unless the parties agree in writing to the contrary, are loaned and/or sold without any guarantee.
 - They are expressly excluded from this warranty, and therefore will be charged to the customer the replacement of consumable parts included with the machine such as: longitudinal blades, cross blades, circular blades, packaging (sealing and vacuum), Teflon tape, gaskets. MULTIVAC will make a maximum of two repair attempts; out of stock without success, you can choose replacement or partial refund at your choice
 - MULTIVAC will make a maximum of two repair attempts; if unsuccessful, you may opt for a replacement or partial refund of your choice
 - MULTIVAC reserves the right to comply, when there is a human error that substantially or logically alters the T&C and/or the quotes or purchase orders that emanate from these negotiations.
9. The parties expressly agree to limit any liability of MULTIVAC for delivery delays, defects or faults in the goods, products and/or services; that result and/or derivatives and/or consequence of one or several breaches by MULTIVAC to its obligations derived from any sale, delivery, installation of the machine and/or the rendering of services and/or the present T&C, to the maximum amount of 3% (Three percent) of the net purchase price, or of the amount of the Purchase Order that constitutes such breach; thus also the parties expressly agree to exclude MULTIVAC from any liability for any damage and/or indirect and/or consequential loss such as, and without limitation, loss of profits, loss of reputation, assets, business, orders of purchase, etc. The parties agree that if MULTIVAC fails to comply with any of its obligations, the Client undertakes to give written notice to MULTIVAC so that the latter can correct said breach within 90 (ninety) calendar days

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following the date on which it receives the notification and prior to applying the penalties established in this document.

The customer will be totally and solely responsible for all products and goods manufactured whether goods, equipment and/or products and/or any other, provided by MULTIVAC for such reason the customer expressly accepts that MULTIVAC will not be responsible for any production loss of the client for any interruption of the client's production, of any impossibility of producing by the client or of the consequences derived from it all.

The Client shall have the right to terminate the contract and refuse the services of MULTIVAC only in the event that MULTIVAC is definitively prevented from correcting the defects, faults and especially serious damages that the services may present, MULTIVAC will only be forced to grant a discount, considerable by the acquisition of the machine, spare parts, services, etc.; The responsibilities and penalties described in this clause, both paragraphs, will only be valid during the same period that the guarantee of the assets is valid, which is described in this same document.

9.1 All actions derived from these T&C expire within one year from the date of delivery or termination of services, whichever occurs first

10. Unless otherwise agreed by the parties in writing, these T&C only include what was agreed by the parties present and/or the annexes that relate to them once signed by both parties and/or duly related to those present. , will be an integral part; which does not include, but is not limited to, installation, additional deliveries derived from wear or replacement, masonry work, painting, connection work, such as light, compressed air pipe, gas, etc., consumer material and tests, energy for construction, water, light and drainage, inventory documents, documentation, construction plans, electrical diagrams of the facilities, evacuation, cleaning and filling of the installation area, coatings, final cleaning of the installation, anti-pollution measures fire inside and outside the delivery area, waste disposal, maneuvers, maneuvering equipment; All the above will also apply for later work.

In the event that the Client requires any or some additional services not included, the Customer must request them in writing from MULTIVAC, with the understanding that, if MULTIVAC agrees to provide them, which must be in writing, the price thereof it must be paid additionally in accordance with the respective rates of MULTIVAC plus its respective Value Added Tax. Any cost and additional expense not foreseen will be charged to the Client.

11. In terms of article 82 of the Industrial Property Law in force in the Mexican Republic; The Client undertakes to consider the present T&C, as well as technical drawings, know-how, designs, samples, prototypes, brands, plans, annexes, purchase orders, and in general any information received from MULTIVAC as confidential information. so also MULTIVAC for the client, under the penalties established by the law in question; The validity of this clause will be from the signing of this policy and indefinitely as long as the Information remains confidential.

12. The delivered software may contain open-source components in whole or in part. These are subject to the relevant license conditions of the used open source components. The relevant license conditions can be requested at the following email address: opensource@multivac.de and are part of the

granting of rights of use. The customer undertakes to observe these terms of use while using the open source components. The Client is prohibited from decompiling, disassembling or reverse engineering the software.

13. Both parties undertake not to disclose information relating to these T&Cs, without the due written authorization of the other party.

The parties agree that all information of which they become aware in connection with the prior negotiation, conclusion and execution of these T&C (hereinafter Confidential Information) shall remain the property of the party originating the information (hereinafter the owner) while the party receiving the information (the receiving party) may not disclose to any person, or make inappropriate use, in any way and by any means, in whole or in part, of the Confidential Information, provided directly or indirectly by one of them, without the prior written consent of the other.

The parties may only disclose the Confidential Information to their employees, agents, advisers, representatives or any person who requires it in a justified way and only for the purposes for which it was transmitted to them by the other party.

Both the issuing party and the receiving party shall have no obligation to keep confidential the information that:(i).- Prior to its disclosure was known by the receiving party, free of any obligation to keep it confidential, as evidenced by documentation in its possession; (ii).- Is developed or elaborated independently by or on behalf of the receiving party or legally received, free of restrictions from another source with the right to disclose it; (iii).- Is or becomes public domain, without breach of this clause by the receiving party; (iv).- It is received from a third party without such disclosure breaking or violating an obligation of confidentiality; and (v).- The issuing party expressly states in writing that it is outside the restrictions of this paragraph.

In the event that any Authority requests the receiving party to provide the Confidential Information, it must immediately notify the issuing party so that they can take the measures it deems appropriate. Also, the receiving party undertakes to give only the Confidential Information that has been requested, doing its best so that in case the authority has not delimited the requested information, it seeks to be delimited in order to affect as little as possible what is related to the Confidential Information. However, providing the information to the requesting authority may not be considered, under any circumstances, as a breach of the confidentiality established in this paragraph.

14. "Force Majeure" or "event of Force Majeure" means any event or circumstance the occurrence of which is not reasonably foreseeable as at the date hereof and which is beyond the reasonable control of the parties (whichever is affected by such event) and which could not be avoided or prevented with due care and at reasonable expense and which has the effect of making impossible and/or unlawful the implementation and the performance of all or part of the obligations of the affected Party.

The meaning of "Force Majeure" or "event of Force Majeure" shall include the following:

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- Fire, explosion, nuclear incidents and acts of God, including but not limited to, natural disaster or extreme natural event such as flood, lightning, storm, typhoon, tornado, earthquake, landslide, soil erosion, subsidence, washout, plague, epidemic or pandemic; Destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; War (whether declared or undeclared), hostilities, invasion, extensive military mobilization, civil war, rebellion and revolution, military or usurped power, act of terrorism, riot, sabotage or piracy, civil disturbance, blockade, insurrection, military uprising, or act of public enemy;
- Currency and trade restriction, embargo, sanction; General labour disturbances such as boycott, strike, go-slow, lockout or industrial disturbance, occupation of factories and premises, transport accidents and/or incidents; Acts, laws, rules, regulations and/or orders of whatsoever nature of any governmental authority, or compliance with such acts, laws, rules, regulations and/or orders that directly affect the parties and/or render unlawful the performance of the affected Party's obligations under this Contract, including but not limited to national and international import/export control laws and/or regulations, expropriation, seizure of works, requisition or nationalization.
- A case of force majeure also exists if the subcontractor/supplier of MULTIVAC is not able to deliver. The Parties are released from their responsibility for partial or complete non-fulfilment of their obligations under this Contract, if this non-fulfilment was caused by an event of Force Majeure, provided the circumstances pertaining to such event have directly affected the execution of this Contract. In this case, the time period for the fulfilment of the relevant contractual obligation is extended for a period equal to that during which such circumstances have lasted. If the event lasts more than 90 consecutive days, either party may terminate the contract without additional liability.
- The Party for which it became impossible to meet obligations under this Contract has to immediately notify the other Party in written form of the beginning and cessation of any of the above circumstances.

15. For any interpretation, dispute and / or controversy arising from these T&C the parties expressly submit to the laws, jurisdiction and competence of the courts of Mexico City, United Mexican States, expressly waiving any other jurisdiction and competence that may correspond to them. By virtue of their present or future domiciles of for any other reason, and the commercial laws of the United Mexican States will be applicable to them in a supplementary manner.

16. Anti-corruption, the parties expressly acknowledge and agree that during the execution of this contract they will not offer, promise or give by themselves or through an intermediary, money or anything else of value, consideration in kind, credit or service, to any public servant, whether federal, state or municipal, and will refrain from engaging in any other activity that violates the law, including without limitation influence peddling, bribery, privileges or favors that involve giving donations, grants or unofficial contributions or public sponsorships of disrepute. Therefore, both parties agree to comply with all applicable anti-corruption legislation, considering the national and international laws on the matter in Mexico, in accordance with the Inter-American Convention against Corruption, the

OECD Convention to Combat Bribery of Officials Foreign Publics in International Business Transactions and all applicable laws that regulate and prohibit corruption, bribery and related issues, for which the parties to this Agreement agree that they will not pay or carry out any offer or promise of payment, or authorize promise direct or indirect payment or delivery of any amount or of any object of value to any person or office, including but not limited to employees or those acting on behalf of government officials or government employees, any political party, any employee political party, any member of the government, or any candidate for a public position in order to induce or reward favorable actions of any matter related to this Contract. In addition, under the scope of the Tenth Principle of the "United Nations Global Compact" (companies should act against corruption in all its forms, including extortion and bribery), The parties will not offer or accept any gift, loan, compensation or advantage, of any other person, in order to induce the occurrence of any dishonest, illegal or bad faith act, in the performance of the contract including the payments made to the employees of any of the parties. In case of non-compliance with the provisions of this clause by any of the parties

The parties undertake to notify each other of any potential or actual violation of any of the laws of the National Anti-corruption System in Mexico in relation to the contract of which they become aware.

17. Prevention of money laundering, the parties undertake to adopt, within their corporate governance and during the term of this contract, the best international practices to identify, prevent and report operations with resources of illicit origin, prevent money laundering and observe the provisions indicated in the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin.

18. Operations with resources of legal origin, the parties declare under oath that the resources used for the execution of this Contract are and will always be their own and of legal origin. The parties are obliged to prevent, detect and report the acts, omissions or operations that could favor, assist or cooperate in the commission of the crimes of terrorism and money laundering. Consequently, the parties must provide each other with the necessary data and documents in terms of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin and the applicable recommendations of the International Financial Action Task Force for this purpose. The parties must implement all the necessary measures indicated by the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin and the applicable recommendations of the International Financial Action Task Force regarding their suppliers and the application of policies for the identification and knowledge of the client. "Know Your Client". The parties accept that they may be subject to the provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin, and/or other provisions regarding the prevention, detection and reporting of operations possibly linked to the crimes of Operations with Resources of Illicit Origin and Terrorism and their financing; Therefore, they must fully comply with the Law regarding reports to the corresponding authority.

19. The Client may not assign rights or obligations derived from these T&C without prior written authorization from MULTIVAC.

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20. Economic Adjustment Transfer Clause. (Unforeseen Events) The Client acknowledges that certain goods, spare parts, and services are referenced in foreign currencies; when the absolute variation between the current exchange rate and the base date exchange rate is equal to or greater than 10%, the price will be adjusted proportionally, upwards or downwards, based on the effective replacement cost net of the coverage contracted for the specific transaction. The applicable currency (USD, EUR, or other) will be indicated in the quote. Costs arising from government measures or regulatory burdens will be transferred through a specific charge or credit, with documentary support and without an increase in margin. In the event of extraordinary events that, without impeding compliance, make it excessively burdensome, MULTIVAC may adjust prices, terms, or conditions to restore economic equilibrium, upon written notification with calculations and references. Adjustments may be shown as a "Transfer of Adjustments" line or integrated into the price and will apply to current orders, pending deliveries and subsequent invoices, offsetting advances.

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