T&C; MULTIVAC MÉXICO, S.A. DE C.V. These terms and conditions of sale (hereinafter the "T&C") apply to all sales of **Spare Parts** (in forward the spare parts) carried out by MULTIVAC MÉXICO, SA DE CV (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 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 will not be applicable when the cancellation, modification or suspension derives from the unpredictability procedure provided for in clause 14 Bis and the good faith negotiation period has expired, and in that case what the parties agree to in writing must be followed."

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 *Spare Parts-Technical Service* will be solely and exclusively the one agreed by the parties in writing; all the prices agreed in this clause will be plus the respective Value Added Tax; All amounts and payments that the Client will pay must be made free of expenses and/or withholdings and/or commissions and/or compensations for the same cannot be deducted, discounted, withheld and/or compensated for any amount. In the event that the Client does not pay any amount due to MULTIVAC due to a sale of the goods on time, the unpaid balance will cause monthly delinquent interest at the Interbank Interest Rate (TIIE) for a period of 28 days plus four base points published by the Bank of Mexico on the date of delay, plus the Value Added Tax, until its total liquidation. In addition to the above, MULTIVAC shall have the right, without limitation, not to deliver or continue to deliver the goods, without any responsibility for MULTIVAC. Failure to make timely payment will imply termination by operation of law, requiring written notification from MULTIVAC

5.. MULTIVAC AC is obliged to deliver the spare parts to the address indicated and agreed upon by the parties, within the approximate period of time that is also established by the parties, in the document that is linked to these T&C for this 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 feasible 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 Customer's expense, reassign, or carry out the delivery, installation or provision of services outside of those established by the parties, leaving MULTIVAC as a simple custodian of the same, with the customer having to cover the amount resulting from the expenses incurred, for example, storage costs, insurance, transfers

6. The Parties agree that the sale of Spare Parts, material of the present T&C, may be provided by MULTIVAC directly or by any third party that MULTIVAC subcontracts or chooses. The Client undertakes to supply all the human, physical and installation elements necessary so that, upon his arrival, the respective technician (s) may carry out the delivery, installation or provision of contracted services, always on business days and in an inclusive 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 fulfilment 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 for 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.

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 good, merchandise, equipment and/or product purchased from MULTIVAC. For this reason, detergents and disinfectants containing chlorine should not be used. It is even recommended to abstain from the use of said cleaning agents to clean the soil and the surroundings of the good, merchandise, equipment and/or product purchased from MULTIVAC; and (b) if, in spite of the provisions of subsection (a) above of this numeral, the goods, merchandise, equipment and/or products purchased from MULTIVAC have been treated with chlorine-based agents, immediate deep cleaning with water to prevent corrosion damage.

8. The purchase of Spare Parts, to MULTIVAC is 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 warrants that the good, merchandise, equipment and/or product purchased, is free of manufacturing and component defects. The obligation and liability of MULTIVAC derived from this warrant is limited to the replacement of the respective component or part and/or to the repair of the goods, merchandise, equipment and/or product purchased, the 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 good, merchandise, equipment and / or product 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 good, merchandise, equipment and / or product 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 normal wear and tear of the good, merchandise, equipment and / or product purchased.

Except as provided in the following paragraph, this limited warranty will be valid for 12 (twelve) months in spare parts when purchased with a new machine in which case it will begin to run once the acceptance letter is signed by the customer: in the case of spare parts purchased later, it will be: in optimal operating conditions, electrical parts 6(six months) from the date of delivery to the customer.

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 nor shall be liable under it, 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 spare parts purchased does not observe the instructions for use, operation and/or maintenance of the spare parts purchased.
- If at any time during the term the Customer and/or any of the operators of the spare parts purchased improperly or improperly uses the spare parts purchased;
- If at any time during the term for any reason the spare parts sold uses inputs and supplies that are incorrect or different from those specified. For example and in a non-limiting manner: (a) if spare parts purchased has not used or uses a minimum air pressure; (b) if the spare parts 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 hygienic cleaning and sanitizing agents such as those containing chlorine; etc.
- If at any time during the term the Client does not carry out the conservation and proper maintenance of the spare parts purchased or does not follow the preventive maintenance routines on time, such as, but not limited to, lubrication, cleaning, storage. , etc.;
- If at any time during the term any person other than MULTIVAC carries out alterations, modifications, repairs and/or conditioning works to the spare parts purchased
- If at any time during the term the Customer does not notify MULTIVAC in writing at the latest within 5 (five) calendar days following the date on which the Customer becomes aware of any defect of the spare parts purchased; or
- If the spare parts purchased is installed by a person other than the one assigned to MULTIVAC.
- This warranty is limited exclusively to what is expressly agreed here.
- The limitation of liability set forth in number 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 used parts, unless otherwise agreed in writing by the parties, are loaned and/or sold without warranty
- 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 d and vacuum), Teflon tape, gaskets;
- Any return and/or damage claim, must be requested by email to the Mexican parts department at mail retornos.refacciones@mx.multivac.com; In order to process effectively, the following should be considered:
- In case of replacement with physical damage and/or missing spare parts, the incidence must be reported, in a maximum of 15 days after receipt of these, in order to make the claim valid, it must include

photographs of the product and photos of the damage, to be evaluated.

- In case of receiving a spare part different from the one requested, it can only be returned under the conditions in which it was received.
- The items to return must contain all the instructions, manuals, certificates and/or the original conditions of receipt.

The Client acknowledges that any guarantee operates under the condition that payment obligations are fully up to date

9. The parties expressly agree to limit the liability of MULTIVAC for delivery delays, defects or faults in the spare parts ; 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 goods, merchandise, equipment and/or products 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; The parties also 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, purchase orders, 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 it can correct said breach within 90 (ninety) calendar days 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 spare parts . ; The responsibilities and penalties described in this clause, both paragraphs, will only be valid during the same period that the warranty of the spare parts 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 the parties agree in writing otherwise, the T&C only include the agreement of the parties to the present and/or annexes that relate which once signed by both parties and/or properly related s to present, will form 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 installations, 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, maneuverings 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 Client must request them in writing from MULTIVAC, in the understanding that, in the event that 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 additional cost and 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 is obliged 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 that MULTIVAC receives 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 up to 5 years after the termination of the commercial relationship between the parties.

12. Both parties undertake not to disclose information related to this T&C without the due written authorization of the other party. The parties agree that all the information they are aware of due to the prior negotiation, execution and execution of this T&C (hereinafter confidential information) will improve as the property of the party that originates the information (hereinafter the owner party) while the party receiving the information (the receiving party) may not disclose or reveal to any person, or make inappropriate use, in any way and by any means in part or in whole of the Confidential information, provides 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, advisors, representatives, or any person who requires it in a justified manner and only for the purposes for which the other party has transmitted it. Both the issuing party and the receiving party will not have the obligation to keep confidential the information that: (i).- Previously it disclosure was known by the receiving party free from any obligation to keep the information confidential, as evidenced by documentation you have; (ii).- Is developed or prepared 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 this disclosure, costing or violating and obligation of confidentiality; and (v).- The issuing party expressly states in writing that it is outside the restrictions of this number. In the event that any Authority requests confidential information from the receiving party, it must immediately notify the issuing party so that it can take the measures it deems pertinent. Likewise, the receiving party undertakes to give only the confidential information that has been requested, doing its best so that in the event that the authority has not delimited the requested information, it seeks to delimited it in order to

magra		
Asuntos legales Elaboró	Iván Daza Revisó	Bernd Schreiber Autorizó

affect as little as possible what is requested, regarding confidential information. However, providing the information to the requested authority may not require, under any circumstances, a breach of the confidentiality established in this section

13. "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 in particular the following:

- 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 labor 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.

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.

14. For any interpretation, dispute and / or controversy arising from these T&C the parties expressly submit to the laws, jurisdiction ad 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.

15 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.

16. 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.

magra		
Asuntos legales Elaboró	Iván Daza Revisó	Bernd Schreiber Autorizó

17. 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.

18 Non-subordination and operational autonomy.
a) The staff of MULTIVAC México, S.A. of C.V. ("MULTIVAC") is under the exclusive direction and control of MULTIVAC; It is not made available to the Client nor is it integrated into its workforce or production process.
b) MULTIVAC personnel do not receive instructions from the Client, except for necessary indications of industrial safety, hygiene, access and logistical coordination.
c) Visits to the Client's facilities are sporadic and for the time strictly necessary for installation, start-up, training, warranty, diagnosis or repair; They do not imply permanence, continuous periodicity or "resident" status.
d) Any requirement for continuous presence, shifts, guards, schedules set by the Client, or hierarchical supervision of the Client, is not part of the contracted service and will be rejected unless specifically agreed in writing and duly quoted.
e) MULTIVAC maintains at all times the status of employer of the assigned personnel and assumes the corresponding labor and social security obligations (including before STPS, IMSS and INFONAVIT), releasing the Client from any employer obligation with respect to said personnel.

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

20. Clause for Transfer of Economic Adjustments. (Improvidence)

The Customer acknowledges that certain goods, spare parts and services are referenced to currencies; When the absolute variation between the current exchange rate and that of the base date is equal to or greater than 10%, the price will be adjusted proportionally, upward or downward, based on the effective net replacement cost of coverage contracted for the specific operation; the applicable currency (USD, EUR or other) will be indicated in the quote; costs derived 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 preventing compliance, make it excessively onerous, MULTIVAC may adjust prices, terms or conditions to restore economic balance, prior written notification with calculations and references; The adjustments may be shown as a "Transfer of Adjustments" line or integrated into the price and will apply to orders in progress, pending deliveries and subsequent invoices, compensating advance payments.

Terms and Conditions | MULTIVAC

magra

Asuntos legales
Elaboró

Iván Daza
Revisó

Bernd Schreiber
Autorizó