

General Terms and Conditions for Sale and Services agreements (v1.0_2020)

1. Scope.

- 1.1. These General Terms and Conditions of Sale and Services (hereinafter "**GTC**") apply to all contracts, agreements or otherwise binding documents that R. Espinar, S.L. (hereinafter "**TERRA FOOD-TECH**") entered into with TERRA FOOD-TECH's customers (hereinafter "**Customers**") involving the sale of products manufactured and/or commercialized under the brand TERRA FOOD-TECH ("**Products**") and the provision of services related to the Products, e.g. repair, maintenance, inspection and other services (hereinafter "**Services**").
- 1.2. These GTC shall be applicable and prevail to any other terms and conditions in other documents involving the scope above defined of these GTC, unless otherwise it is expressly set forth in writing with a clear and conspicuous reference of TERRA FOOD-TECH willingness to agree on new terms that amend these GTC.
- 1.3. Our GTC, as amended from time to time, shall automatically apply to all future Products supplied, services/Services provided or offers to the Customer, without any requirement to refer to them repeatedly. TERRA FOOD-TECH will notify the Customer promptly of any amendments to these GTC. However, a change on the GTC shall be deemed and notified, and therefore applicable to any sale made, upon a new GTC version is uploaded on TERRA FOOD-TECH's website at www.terrafoodtech.com/gtc. Consequently, the Customer shall be responsible to check whether the version of the GTC has changed, and review any amendments to the previous version, prior to any new purchase. Nevertheless, TERRA FOOD-TECH will notify the Customer of any modification of the GTC by sending an e-mail to the address the Customer has previously provided for communications purposes, provided the Customer has purchase Products within the last 24 months.

2. Offers, purchase orders and other binding documents.

- 2.1. In order to be binding, any transaction or notice made between TERRA FOOD-TECH and the Customers shall be made in writing. Email shall be deemed sufficient for the purpose of meeting the writing formality, provided the party sending the e-mail is able to proof that the receiving party has received the communication. Any communication made pursuant to the terms of these GTC received after 6pm or on a local holiday of the receiving party, shall be deemed received the next business day of the receiver.
- 2.2. Unless otherwise expressly stated, any offer made by TERRA FOOD-TECH shall be deemed as non-binding and subject to changes unless a specific period for acceptance is provided within the offer.
- 2.3. Any purchase order made by a Customer shall be considered as binding and shall constitute an agreement upon TERRA FOOD-TECH's acceptance.
- 2.4. An acceptance of a purchase order shall be made within 10 days from a purchase order or otherwise it shall be deemed refused, unless otherwise it is expressly stated in the purchase order.

- 2.5. Upon acceptance by TERRA FOOD-TECH, a purchase order is binding and shall not be modified unless TERRA FOOD-TECH and the Customer agree otherwise in writing. No modifications will be accepted after the Products have been delivered.
- 2.6. Any statement made by any of TERRA FOOD-TECH's employees, with the exception of those that show sufficient power of attorney, or those specifically made the company's contact with the Customer, shall be considered as not authorized and, therefore, shall be disregarded and not be binding on TERRA FOOD-TECH.
- 2.7. In the event no minimum purchase of Products is agreed, any purchase of Products for less than 100€ will include an additional 25€ administration fee.
- 2.8. Notwithstanding the foregoing, in the event the Customer wishes to obtain documentation regarding the Products not included with the delivery of the Products or any duplicate of any documentation (hereinafter "Additional Documentation"), TERRA FOOD-TECH will be entitled to charge an additional fee, which will depend on the type of documentation requested (e.g. project calculations, tank drawings, material certifications, etc.). The Customer may request a quotation before ordering any Additional Documentation.

3. Intellectual and Industrial Rights.

- 3.1. TERRA FOOD-TECH retains all title to, ownership, copyright, and intellectual and industrial property rights (e.g. all patents, copyrights, trade secrets, trade names, trademarks, domain names, and any other intellectual or industrial property rights) in all Products and Services, including any and all documents, materials and other items furnished to the Customer by TERRA FOOD-TECH (e.g., offers, catalogues, price lists, quotes, plans, sketches, images, calculations, details of production and lead time, product and Service descriptions and specifications, prototypes/samples, models and other physical and/or electronic documents, information and materials).
- 3.2. Unless the Customer is expressly authorized in writing, the Customer may not exploit, use, copy or modify documents, materials or other items furnished by TERRA FOOD-TECH (hereinafter "Confidential Materials"), or make them available/disclose to any third parties without obtaining previous consent from TERRA FOOD-TECH in writing. The Customer may use the Confidential Materials solely for the contractually permitted purposes and, upon termination of the specific agreement, and at our request, the Customer must return them all to TERRA FOOD-TECH in their entirety (including copies) or destroy them, at TERRA FOOD-TECH's direction, unless the law requires the Customer to retain them in the ordinary course of business.
- 3.3. In the event TERRA FOOD-TECH has entered into a separate non-disclosure agreement ("NDA") with the Customer, the terms of the NDA shall prevail over the terms relating to confidentiality in these GTC. Likewise, in the event TERRA FOOD-TECH has entered into a transfer of knowledge agreement ("TKA"), the terms of the TKA shall prevail over the terms involving Intellectual or Industrial proprietary rights.
- 3.4. Unless otherwise provided in a software license agreement duly signed by TERRA FOOD-TECH and the Customer, the following terms and conditions shall also apply to any software and/or firmware proprietary of TERRA FOOD-TECH, including any related documentation provided by TERRA FOOD-TECH under these GTC ("Licensed Software"):

- 3.4.1. For standalone Licensed Software, subject to and conditioned on these GTC, we grant to customer a non-exclusive, non-sublicensable, limited license to internally use the Licensed Software solely in connection with the Products;
- 3.4.2. For Licensed Software embedded in the Products, subject to and conditioned on these GTC, we grant to customer a non-exclusive, limited license to use and distribute the Licensed Software solely as incorporated in our products;
- 3.4.3. Subject to mandatory applicable law, the Customer agrees not to engage in, and to take all reasonable steps to prevent, unauthorized use and disclosure of, including without limitation any effort to reverse engineer, disassemble, decompile, modify, or otherwise attempt to derive the source code of any Licensed Software or any portion thereof;
- 3.4.4. Customer will not alter, remove or destroy any trademark, copyright markings, legends, or notices placed upon or contained within the Licensed Software;
- 3.4.5. The Products may include specific terms involving the software which will complement and, if the case may be, supersede the Licensed Software terms; and
- 3.4.6. Likewise, the above conditions shall be applied mutatis mutandi to any system of TERRA FOOD-TECH which gives access to the Customer to any applications that may be used/offered as part of, with, or for, the Products and/or Services (e.g. cloud or intranet software).

4. Delivery and Acceptance.

- 4.1. All deliveries committed by TERRA FOOD-TECH shall be subject to "FCA Incoterms (2020)".
- 4.2. Delivery shall be deemed made upon Customer's receipt of dispatch note or, if agreed, at the handing over of the Products to the carrier or freight company or other party responsible for transportation ("**Delivery**").
- 4.3. Notwithstanding the above, in the event TERRA FOOD-TECH agrees with the Customer that delivery of Products be made elsewhere, the Customer shall bear any and all expenses related to the transportation, including but not limited to the insurance and carrier or freight expenses, which TERRA FOOD-TECH may, at its due discretion, choose as well as the type of packaging (no included in the price), provided the Customer has not indicated otherwise in writing.
- 4.4. Where it has been expressly agreed that the Customer's acceptance is required, the Products or the Services shall be deemed accepted, at the latest, regardless of whether or not a late complaint has been issued by the customer, when:
 - 4.4.1. Where TERRA FOOD-TECH have also agreed to assemble or provide a similar service (e.g. mounting, installation, putting into commission, set-up/settings) or another Service, delivery shall be deemed made when the assembly or similar service/Service is complete;
 - 4.4.2. TERRA FOOD-TECH has advised the Customer hereof promptly after completion and requested the Customer's acceptance;

4.4.3. (a) 10 working days from Delivery; or (b) 5 days from the day the Customer has started using the Products (e.g. has assembled equipment into operation) or (if applicable) the completion of assembly or a similar service or Service; and

4.4.4. the Customer has failed to accept the Products, services/Services within the above period for a reason other than a defect of which we were notified, and which (the defect) substantially impairs the use of the Products, services/Services or renders use of the Products, services/Services impossible.

4.5. If the Products are received damaged in any manner but no damage is shown on the packaging, TERRA FOOD-TECH may be entitled to request photos of the damage and photos of the packaging made at the Delivery was made, prior to accepting or refusing the returning process of the damaged Products.

5. Transfer of title and risk of loss.

5.1. Title to the Products sold shall pass to the Customer upon the Customer's receipt of our dispatch note or, if the agreement does not provide for a dispatch notice, at the latest when the Products are handed over to the carrier or freight company or other party responsible for transportation.

5.2. The foregoing also applies to partial deliveries or if TERRA FOOD-TECH has agreed with the Customer to provide other services (e.g. transport or assembly). In any event the place of performance of the underlying agreement shall remain at TERRA FOOD-TECH's dependencies.

6. Export and import control rules

6.1. In case export and import control rules apply to the Products (including Licensed Software) or Services, Customer shall immediately provide TERRA FOOD-TECH with all information and documentation necessary for the compliance with such rules. This shall also apply to end use certificates. Obtaining an import permit shall always be the Customers' obligation.

6.2. Products delivered by TERRA FOOD-TECH may be subject to export restrictions, e.g. of the United States of America or the European Union. The Customer shall also comply with the said rules in case of resale. This shall apply mutatis mutandis for restrictions applicable to the provision of our Services or Licensed Software.

6.3. Any delay in providing the proper documentation by the Customer that causes a delay in delivery shall be the responsibility of the Customer and TERRA FOOD-TECH shall be entitled to cancel the sale or service, or to issue a dispatch note if the Product is fully manufactured, regardless of whether the Products are ready to be shipped due to the lack of documentation.

7. Payment terms

- 7.1. Orders shall always be made according to the net prices applicable at the time of entering into the relevant agreement; prices are specified "FCA Incoterms (2020)" and do not include statutory added value tax (VAT), which shall be applied if applicable in addition the net price. Any insurance, transport and packaging costs and any additional taxes and duties shall be charged as extras.
- 7.2. TERRA FOOD-TECH invoices must be paid by the Customer in full according to the terms of the previously accepted purchase order. The date on which payment is received determines whether payment was on time. TERRA FOOD-TECH may attach the relevant invoice to the dispatch note, or issue and send it before dispatch where the Products will be delivered out of Spain. A copy of the invoice may be sent to the Customer by email for the customer's convenience. If payment or any part thereof is conditioned to the invoice issuance date, such date shall be considered for payment purposes as earlier as the Customer takes Delivery or is deemed to have taken delivery as provided in these GTC (e.g. The Products had been handed over to the carrier).
- 7.3. In case of late or incorrect payment, the Customer shall be in default by operation of law, without any further notice of default being required, as from the agreed payment due date. In these cases, the Customer shall be responsible for paying an interest equal to the Spanish legal interest on arrears in force at the time the payment was due or the time owed amount is finally paid or claimed, whichever is higher. The foregoing shall be applicable without prejudice of TERRA FOOD-TECH's right to retain the delivery until payment is made in full as agreed.
- 7.4. The Customer shall be responsible for paying all judicial and extrajudicial costs and expenses incurred by TERRA FOOD-TECH due to Customer's breach of these GTC; however, such amount shall be equal to the higher of: (a) 15% of the principal sum claimed (exclusive of interest) or (b) the actual costs of collection.
- 7.5. TERRA FOOD-TECH shall be entitled to require, at its sole discretion and at any time during an underlying agreement is in force, payment in advance, a Letter of Credit or immediate full or partial payment by wire-transfer. Security shall be provided by a bank of good standing and in accordance with the uniform rules of the International Chamber of Commerce (ICC) applicable to the relevant type of security. If the customer fails to provide the security within the term set by TERRA FOOD-TECH, TERRA FOOD-TECH may, at its sole discretion, suspend all or part of its obligations under the relevant underlying agreement in force, without prejudice to any other rights provided therein and in these GTC, until the receipt of the required security. The foregoing suspension shall not affect the Customer's obligations.
- 7.6. If the Customer is of the opinion that the amounts invoiced to it by TERRA FOOD-TECH are incorrect, the Customer shall object in writing within fifteen (15) days from the date of the invoice, specifying its objections. Failing to timely object shall preclude the Customer from its right to do so and the amount shall be deemed final and undisputed.
- 7.7. TERRA FOOD-TECH shall be entitled to transfer the account receivable to any bank as part of any "factoring" agreement with the bank. Customer shall issue any document the bank may require in order to confirm this right, either as a general statement or for each particular transaction, as the case may be (according to TERRA FOOD-TECH's bank requirements).

8. Lead times; force majeure; partial deliveries; failure to take deliveries

- 8.1. Unless otherwise expressly agreed, indicated lead times/delivery dates given by TERRA FOOD-TECH for the delivery of Products and provision of Services (performance times) shall always be deemed approximate only and shall not be considered deadlines.
- 8.2. Performance times for the Delivery of products shall be deemed met if, by the time they expire, the Customer has received our dispatch note or, where agreed, the Products have been handed over to the party responsible for transportation.
- 8.3. In the event TERRA FOOD-TECH anticipates that a Delivery may require to exceed the agreed Delivery time, TERRA FOOD-TECH shall immediately notify the Customer. In such case the Customer shall nevertheless comply with its obligations without any right to claim for a penalty or for damages.

- 8.4. TERRA FOOD-TECH shall not be deemed liable for a delay, or when rendering the Services or delivery the Products becomes impossible, due to force majeure or other events beyond TERRA FOOD-TECH's control, where the latter were not foreseeable at the time the underlying agreement was entered into (e.g. disruptions to operations of any kind, fire, natural disasters, weather events, floods, war, riots, acts of terrorism, transport delays, strikes, lawful lock-outs, a shortage of workers, energy or raw materials, delays in the issue of requisite regulatory approvals (e.g. import and export permits), regulatory action/sovereign acts; embargos).

Failure by our suppliers to supply us on time, correctly or at all, shall constitute such an event of force majeure, provided such failure is not caused by TERRA FOOD-TECH's breach of its agreement with the relevant supplier.

- 8.5. When an event of force majeure occurs, the performance times shall be automatically extended by the duration of the event, plus a reasonable time for resuming work. However, TERRA FOOD-TECH shall also have the right to terminate the agreement when the event of force majeure makes it substantially more difficult or impossible for TERRA FOOD-TECH to render performance and they are not merely temporary in nature. Likewise, the Customer shall be entitled to cancel and terminate the agreement in the event the force majeure that caused TERRA FOOD-TECH's failure to comply remains for a period longer than three (3) months.
- 8.6. Notwithstanding any other rights of TERRA FOOD-TECH under these GTC or the underlying agreement, performance times shall be automatically extended by a reasonable time if the Customer fails to comply with its contractual obligations or is in breach of any condition thereunder. In particular, the Customer is responsible for ensuring that we timely receive any and all documents, information, samples and other information and items to be provided by the Customer in order to deliver the Products or provide the Services.
- 8.7. In the event TERRA FOOD-TECH is found in breach of providing Products or Services as agreed or they become impossible to be provided for whatever reason, any liability on our part shall be limited to damages in accordance with § 12of these GTC.

- 8.8. The Customer shall take Delivery of the Products delivered at the time of Delivery. If the Customer fails to do so, the Customer shall be in default, without need of any further notice of default, and TERRA FOOD-TECH may store the Products at the Customer's expense and risk. Furthermore, we shall be entitled to invoice the relevant products to the Customer in accordance with the terms of these GTC and the Customer shall be obliged to pay the relevant invoice. All costs ensuing from the foregoing circumstances, including but not limited to the costs of storage (5% of the invoice amount per week of delay) and possible decrease in revenue, shall be paid by the Customer, just as the invoice referred to above, before any obligation can arise on our part to Deliver the relevant Products. The foregoing shall not affect any other rights that TERRA FOOD-TECH may have pursuant to these GTC or the underlying agreement.
- 8.9. When the Customer fails to take delivery for a period of 1 month or more, without prejudice of the above, TERRA FOOD-TECH shall be entitled, but no obliged, to cancel the underlying agreement and/or the invoice, sell the Products to any third party, and invoice the Customer the costs set forth in the preceding clause, as well as the balance between the price obtain for the sale of the Products and the price agreed with the Customer, provided the sale price agreed with the third party is reasonable according to the circumstances.

9. Warranty

- 9.1. TERRA FOOD-TECH solely warrants that the Products and Services meet the specifications provided by TERRA FOOD-TECH: (i) at the time of Delivery, and (ii) for one (1) year thereafter (continued warranty).
- 9.2. Any other documentation (including brochures), disclaimers and advice in respect of the use and properties of the Products supplied, other advice and assistance shall be drawn up and/or provided by TERRA FOOD-TECH to the best of its knowledge and ability. TERRA FOOD-TECH does not warrant the correctness and completeness of the information thus obtained.
- 9.3. Unless explicitly agreed otherwise in a signed writing between the parties, all other (implied) conditions and warranties with respect to the quality of the Products or their suitability for their intended use are expressly excluded.
- 9.4. The continued warranty for one (1) year from the time of Delivery is subject to the following requirements:
- 9.4.1. Except where the Customer is an authorized reseller of the Products by TERRA FOOD-TECH, the continued warranty is made only to our original Customer and is non-transferable to third parties. Resellers shall include this warranty limitation to the sales agreements with its customers.
- 9.4.2. The continued warranty does not apply to third-party Products which are merely sold through us.
- 9.4.3. The continued warranty does not apply for normal wear and tear, and in situations in which the products are damaged due to any use not in compliance with the agreed upon use of the Product and/or our instructions and recommendations published in the concrete Product data sheets or in any other way.

- 9.4.4. Furthermore, the continued warranty does not apply if the Product has been modified, altered, adjusted or repaired unless that such modification, alteration, adjustment or repair has been carried out by TERRA FOOD-TECH or by persons authorized by TERRA FOOD-TECH. This shall also apply if non-authorized accessories were integrated in or connected with our Products.
- 9.5. Promptly upon taking Delivery of the Products, the Customer shall inspect the quantities and types of Products, as well as the packing, for possible irregularities, shortages and/or damages, and inspect the Products for possible defects and/or damages.
- 9.6. The customer shall immediately state any complaints about quantities, types and packing of the Products on the shipping document or delivery note; otherwise it shall lose its right to bring any claim based on these grounds. Any visible defects of the products shall be reported in writing as soon as possible, but in any event no later than five (5) working days of Delivery of the Products, accurately stating the nature of and reason for the complaints; if the Customer fails to do so the Products shall be deemed to be accepted, regardless of whether or not the Customer actually suffered particular disadvantage due to a late complaint.
- 9.7. Putting the Products into operation or assembling them into other products shall be deemed to constitute acceptance, in regards to visible defects.
- 9.8. The provisions of paragraphs 9.6 and 9.7 shall not affect the Customer's rights in the event of hidden defects. The Customer shall report any hidden defects in writing to us within five (5) working days after they have been, or could reasonably be, discovered. For other contract defects, please see 4.4 above.
- 9.9. In the event of a complaint the Customer shall keep the non-conforming Products at our disposal for further inspection. Furthermore, the Customer shall cooperate in our inspection of the Products.
- 9.10. A complaint shall not entitle the Customer to suspend its payment or other obligations vis-à-vis us and/or to invoke setoff.
- 9.11. TERRA FOOD-TECH assumes no warranty and accepts no other liability for defects if the Customer has failed to properly inspect the Products and/or report defects in duly manner as provided in this GTC. This shall also apply for the continued warranty of one (1) year as of Delivery. Likewise, TERRA FOOD-TECH will suspend the warranty for as long as the Customer does not comply with its payment commitments.
- 9.12. The Products may be returned only with our prior written consent. Unless otherwise agreed, the return procedure for Products reported to be defective ("Returned Products") shall be as follows:
- 9.12.1. The Customer shall send us, together with its notice of defects "Return Material Authorization Form" (or RMA) containing the information required in order to properly process the return, particularly the order number, invoice number, exact description (item number) and quantity of Returned Products.

9.12.2. TERRA FOOD-TECH will provide an RMA number for the Customer to proceed with the return of any Product related to a warranty claim or to which a repair service is requested. No returning Products will be accepted by TERRA FOOD-TECH unless they include the RMA number previously provided by TERRA FOOD-TECH.

9.12.3. The Returned Products shall be sent back to TERRA FOOD-TECH at TERRA FOOD-TECH's request, initially at the Customer's expense. If the reported defect is confirmed by TERRA FOOD-TECH, we will reimburse the Customer for the costs of the cheapest shipping method from the place where the Products were contractually delivered.

9.12.4. For warranty claims asserted during the period of one (1) year following Delivery (continued warranty), the Customer shall bear the risk of return transportation.

9.12.5. The customer must always give TERRA FOOD-TECH the time and opportunity required in order to examine the reported defects and other complaints and effect subsequent performance; this particularly includes furnishing us with the Products in question for the aforementioned purposes.

9.13. If the delivered Products are defective, TERRA FOOD-TECH shall in its sole discretion: remedying the defect (repair) or delivering a non-defective item (replacement). In the event of replacement, the Customer must return the item requiring replacement in accordance with the relevant GTC's provisions. In no event TERRA FOOD-TECH shall be responsible for the costs of repairing or replacing Products beyond the 1 year's warranty. The Customer may be entitled to a repair service if previously agreed or to purchase new Products at the price of TERRA FOOD-TECH's price list in effect at the time of the requested replacement. If the item is returned according to this clause, it shall be returned with original packing or otherwise, the Customer will be charged for the packaging costs when the repaired item or the replaced item is delivered back to the Customer.

9.14. If it is not possible to effect subsequent performance or if the attempt to subsequent performance is unsuccessful, or if the reasonable period for effecting subsequent performance has expired without result or can be dispensed with according to any applicable statute, TERRA FOOD-TECH may, at its election, rescind the purchase agreement. However, there is no right of rescission in the case of minor defects. The right to rescind the purchase agreement shall not apply for warranty claims asserted during the period of one (1) year following Delivery.

10. Warranty for third-party intellectual property rights

10.1. Without prejudice of Section 9 above, TERRA FOOD-TECH warrants that the manufacture of the Products by TERRA FOOD-TECH and their specifications at the time of Delivery are free from third-party intellectual property rights or copyright, or TERRA FOOD-TECH has obtain all legal authorizations required to sell the Products under these GTC. The parties will notify each other promptly in writing if they are sued for infringement of any such rights.

10.2. Claims for infringement of third-party intellectual property rights or copyright are excluded if the infringement was due to (i) the use of Products in practice as a part of or in conjunction with any other products/devices, parts, processes or methods of the Customer; (ii) instructions or requirements (regarding, inter alia, the specifications or design) laid down by the Customer; (iii) the use of the Products by the Customer or its customers in practice in a manner inconsistent with the agreement or specifications; (iv) any unauthorized modification of the Products; or (v) any use of the Products after receiving notice of an (alleged) infringement or third-party intellectual property rights or copyright.

10.3. In the event the Products are finally determined by the applicable court of law to infringe the intellectual property rights or copyright of any third party, TERRA FOOD-TECH will, at our election and expense, modify or replace the Products such that they no longer infringe third-party rights but still perform their agreed contractual function, or obtain a license enabling the Customer to use the Products. If TERRA FOOD-TECH is unable to do either of these things within a reasonable time, TERRA FOOD-TECH may rescind the agreement.

10.4. If we deliver products of other manufacturers or suppliers and such products infringe third-party rights, we will, at our election, sue the relevant manufacturer or supplier for breach of warranty for the account of the Customer, or assign our respective claims to the Customer.

11. Claims for damages other than those governed by § 12 of these GTC are excluded.

12. Liability for damages, etc.

12.1. Our liability to the customer shall be limited to our obligations as set forth in these GTC.

12.2. Except for when intentional conduct or gross negligence is found, TERRA FOOD-TECH shall in no event be liable for any damages suffered by the Customer. Furthermore, any liability for indirect damages, consequential damages, non-material damages, business or environmental damages, loss of profit, loss of goodwill, or damages as a result of liability to third parties, is excluded.

12.3. If and to the extent that, despite the provisions of 12.1 and 12.2, TERRA FOOD-TECH is nevertheless found liable on any basis whatsoever by a competent authority, such liability shall be limited to the amount of the net invoice value of the products that caused the damages, provided that our liability shall at all times be limited to a maximum amount of EUR 200,000 (in words: two hundred thousand euros) per agreement.

12.4. The Customer shall indemnify us against any third-party claims, by any title whatsoever, that may arise in connection with Products delivered by the Customer to such third parties, unless it is established in court that such claims are the result of product liability and the Customer also demonstrates that Customer's actions have not caused or negatively contributed to create the cause by which is based the claim brought by the relevant third party.

13. Limitations period

13.1. The limitations period for claims based on defects shall be one (1) year from the date of Delivery, or if the case may be the provision of the Services.

13.2. Where acceptance has explicitly been agreed, the limitations period shall not commence at the time of Delivery but only as of the time the Products are accepted as set forth in these GTC.

13.3. During our examination of reported defects and other complaints and while a detected defect is remedied, the original warranty period shall only be suspended for the time the Products had been at TERRA FOOD-TECH's possession. Products or parts thereof which are replaced or repaired under the warranty are warranted only for the remaining unexpired portion of the original warranty period applicable to the specific Product; none of our subsequent performances shall be considered as recommencement of the limitation period. Subsequent performances in no event constitute acknowledgment of any legal obligation to do so.

14. TERRA FOOD-TECH's right to early terminate any underlying agreement.

14.1. We have a special right to terminate any underlying agreement in the following cases: (a) the Customer discontinues payments to its creditors; (b) the customer personally applies to have its assets administered in insolvency proceedings; (c) TERRA FOOD-TECH or another creditor make a lawful application to institute insolvency proceedings against the customer; (d) insolvency proceedings are instituted; or (e) the application for insolvency proceedings is rejected because the customer has insufficient assets.

15. Notification requirement in the case of regulatory or Customer's action.

15.1. The Customer shall notify TERRA FOOD-TECH promptly in writing if regulatory action is taken at the Customer's premises or against the Customer in connection with the Products (e.g. an order for withdrawal or recall is made or other measures associated with market surveillance are taken) or the Customer itself intends to take such action, unless complying with this provision would clearly entail a violation of the law or order from the relevant authorities.

15.2. Furthermore, when a Customer is a reseller, the Customer shall ensure that a tracking system or procedure is set up to be able to track all Products in order to inform TERRA FOOD-TECH, when required, of the proprietary of the Products, enabling TERRA FOOD-TECH to make any recall due to any malfunction that is eventually detected or pursuant to an order from the competent authority requiring that a Product be modified or excluded from the market.

16. Service Conditions

16.1. In addition to the other provisions set forth in these GTC, the following provisions apply to all repairs, maintenance, inspection and other services according to separate service agreements entered into with the Customer. Those separate service agreements shall prevail over the provisions of this Section and the GTC in general.

16.2. The scope and the price of the Services are set forth in the service agreements, e.g. service object, time, material input, service exclusions, costs and expenses etc. In case it turns out during the provision of the Services that additional works, expenses, materials, spares parts, etc. are required but were not included in the service agreement, we are entitled to charge these works, expenses, materials, spares parts, etc. separately on the basis of the price lists in effect at the time of provision of the Services.

16.3. The Customer is obliged to cooperate with us as agreed in the service agreement.

16.4. Unless set forth hereinafter otherwise or additionally, the relevant statutory provisions shall govern the Customer's rights in the case of defects in quality or defects in title of the provision of Services.

16.4.1. The Customer is obliged to promptly inspect the Services and to report to us any defects promptly after a defect is identified.

16.4.2. The above provisions related to Products defects apply mutatis mutandi to defects in quality or defects in title of the Services.

16.4.3. Claims for damages other than those governed by Section 12 of these GTC are excluded.

16.5. Replacement parts may be new or refurbished at our sole discretion.

16.6. Limitation periods for claims in connection with the Services are subject to Section 13 of these GTC.

17. Place of performance

17.1. The place of performance for our Deliveries and Services is TERRA FOOD-TECH's dependencies at its headquarters.

18. Choice of law and jurisdiction

18.1. TERRA FOOD-TECH's business relations with the Customer are governed exclusively by the laws of Spain. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

18.2. Any disputes in connection with TERRA FOOD-TECH's business relations with the Customer shall be decided by the court competent Courts of the City of Barcelona, in Spain, without prejudice to TERRA FOOD-TECH's right to submit a dispute to the court in the country where the Customer is based or maintains any business activity or assets, at TERRA FOOD-TECH's sole discretion.

19. Severability

20. If terms of these STCs are or become void or invalid, whether in whole or in part, this shall not affect the validity of the remaining terms.