

Specific Terms and Conditions

Payment Terms

The price for the products are as specified in the quotation. No taxes, tariffs or duties are included.

Customer shall pay in accordance with the following payment terms and in the quoted currency:

Fluctuation (FX rates, freight rates, material prices and labor cost)

Prices are fixed in the amounts and currency shown in this quote and subject to increases due to fluctuation such as foreign exchange rates, forward exchange rates, raw material prices, and

freight charges. The final pricing of the ordered product shall be subject to production time and Tecno Poultry Equipment reserves the right to add a surcharge to cover unexpected material and

freight cost increases. Tecno Poultry Equipment reserves the right to adjust the production slot according to the supply/production restrictions.

Jurisdiction

The law of Italy (Tecno), without reference to that jurisdiction's choice of law provisions, shall govern the validity of these terms and conditions of sale. Any controversies arising out of the terms

and conditions of sale shall be settled in Italy (Tecno), and the judgement upon award may be entered in any court having jurisdiction thereof.

Validity of the quotation

As specified in the quotation

Acknowledgement

I hereby acknowledge that by signing below and/or by placing an order based on this quotation I have read and understood the terms hereof, including any referenced or attached general terms

and conditions, and accept the same as reasonable and binding.

Warranty

a) AGCO warrants and guarantees that all supplies will be in conformity with this Contract and of good workmanship. AGCO also guarantees that the supplies shall be new and no second hand

parts will be delivered. AGCO shall remedy any material defect or non-conformity in the Equipment resulting from faulty design, materials or workmanship. AGCO's liability is limited to AGCO

related defects in the Equipment which appear within a period of 12 months from taking-over or commercial use, whichever comes first, however no later than 18 months from delivery of

Equipment (Bill of Lading/CMR/AWB date). AGCO has no liability after expiry of the defects liability period.

b) AGCO's liability does not cover defects, which are caused by faulty maintenance or

faulty repair by the Purchaser or alterations carried out without AGCO's written consent. AGCO is not liable for defects arising out of materials provided by the Purchaser, or a design stipulated or specified by the Purchaser. AGCO is liable only for defects, which appear under the conditions of operation provided for in the Contract and under proper use of the Equipment. AGCO's liability does not cover normal wear and tear. c) The customer shall examine the goods immediately upon delivery and during the same, shall check each individual delivery in every respect for material deviations from the terms of the quotation. if the customer discovers any material deviations from the terms of the quotation, the customer shall notify seller of the same in writing immediately or in any event within seven (7) days upon arrival on site of the buyer failing which the buyer shall be deemed to have accepted the goods in good order and condition. Defects found in part deliveries shall not entitled the customer to reject the entire delivery. d) All goods sold under warranty are stated in the notice/installation manual. The warranty provision shall not apply to the extent that:- the material defect or loss or damage is caused by any abuse, defaults or mishandling and improper installations, storage, accident, act of nature (or part thereof) by the customer or any third party or failure to follow any instruction or design specifications of seller or by modification of the design;- the customer fails to notify seller in writing for any claims later than seven (7) days after the material defect within the warranty period;- the customer fails to return parts as requested by seller;- the customer performs the repair or replacement without sellers consent or the customer attempts to remedy the material defects without first given seller the reasonable period of time to remedy the same;- other normal wear and tear of the equipment which are not covered by the warranty. e) Warranty provision shall not be applied for any non-seller standard product purchase based on customer request.

Manuals

Installation manuals/notices and safety will be shipped to the customer with the respective equipment.

AGCO Property

All goods remain the property of AGCO until fully paid for.

Individually agreed services related to transport/delivery

As specified in the quotation

Shipment Leadtime

Shipment from our plant is estimated to commence - after order acceptance or mutual contract closure.

General Terms and Conditions

If not otherwise detailed in other parts of the quote, the following general terms and conditions apply.

Cancellation terms

Cancellation by the buyer is not allowed after order acceptance. If the buyer delays or changes the delivery by more than one (1) month, AGCO reserves the right to cancel the order and re-quote on new pricing.

Not exchangeable or refundable

Goods sold are not exchangeable and not refundable.

Indemnification and limits on liability

Indemnification and Limits on liability:

- Each party will indemnify, defend and hold the other party harmless from all liabilities, claims and damages. arising out of or resulting from the indemnifying party's negligent or willful acts or omissions.
- Neither party shall be liable to the other party for any incidental, consequential, indirect, punitive, or special damages, including, but not limited to lost profits, lost opportunities and the like.
- To the greatest extent permitted by any applicable law, seller's liability whether based upon warranty, contract and negligence or otherwise arising out of the manufacture of the equipment and systems, shall not exceed the actual purchase price paid by the customer.

Delivery terms

Additional delivery terms:

- (a) Goods will be delivered on agreed schedule, partial shipments and trans shipments are allowed and may include incomplete units and/or component parts of multiple units. AGCO will use its discretion in equipment loading and making partial shipments
- (b) The customer shall examine the goods immediately upon delivery and during the same shall check each individual delivery in every respect for material deviations from the terms of the quotation. if the customer discovers any material deviations from the terms of the quotation, the customer shall notify seller of the same in writing immediately or in any event within seven 7 days from the date of arrival on site of the buyer which the buyer shall be

deemed to have accepted the goods in good order and condition. defects found in pardeliveries shall not entitled the customer to reject the entire delivery.

(c) In the event that the buyer fails to accept delivery or requests that delivery be postponed the buyer shall be responsible for all storage and container fees, fee due to the carrierany other charges caused by such postponement.

(d) Any of the delivery postponed by the customer shall not affect the payment schedule(e) Should transportation or delivery of the products be delayed due to circumstance for which customer is responsible, the risk of loss and damage to the products shall pass to customer upon notification of the readiness of products for dispatch from seller premises.

(f) The seller shall not be held responsible for vessel delays, rollovers, or delays at trshipment point.

Time of payment is of the essence

Payments:

a) If buyer fails to meet any of the payment deadlines, as set forth herein on in any attachment here to, seller shall have the right to adjust the contract price to reflect seller's increased cost, if any, and any previously-agreed delivery dates and or installation dates may also be adjusted by seller accordingly.

b) Order placed without the buyer complying with the payment terms will not be processed until payment has been received in full unless otherwise specified in the quotation or agreed by seller in writing.

c) If, only due to the reasons beyond the buyers control, the buyer is unable to meet the payment terms, any delay to the payment must be approved by the seller in writing.

Product Specification terms (seismic, snow load, etc.)

SPECIFICATIONS: The quoted goods are based on standard product design condition cr(which do not consider seismic and/or soil conditions) for standard duty usage. All capacities

and dimensions given are nominal. This quote is prepared based solely on the inforprovided by you and you should not assume any other information is known by AGCO or will

be considered in its design or selection of goods. Engineering data is available upon request, subject to availability, and is for informational purposes only. Unless otherwise stated in this quote or specifically requested by you, you are responsible to research and comply with all

applicable laws and codes relating to the installation and use of the goods at your location. motors are for “across the line” starting. Requesting “soft start” or “star delta” starting will require different motors and will result in additional charges.

Event of force majeure

1.1 If the performance of this Agreement or of any obligation hereunder is prevented, restricted or interfered with by reason of war, terrorism, civil commotion, strikes, lock-outs, earthquakes, fires, floods, natural physical disaster, national or international outbreaks of pandemic diseases, trade restrictions defects or delays in deliveries by sub-contractors caused by any of the aforementioned events or other unforeseeable circumstances beyond the control of the Parties, the affected Party shall upon prompt notice to the other Party, be excused from such performance to the extent of such prevention, restriction or interference provided that the affected Party shall use its best endeavors to avoid or remove such cause of non-performance and shall continue performance under this Agreement with the utmost dispatch whenever such cause is removed

1.2 If such cause of delay or non-performance shall last for more than hundred eighty (180) consecutive days the other party may after the expiration of such period and whilst the cause of such delay or non-performance still exists give notice in writing to the affected party to terminate this Agreement. After acceptance of such a notice by the other party, the Agreement shall be terminated

Installation terms

If agreed in this quote, Technical Advisory Personnel of AGCO will be available to provide product expertise and technical consulting during installation. The buyer – not Technical Advisory Personnel - remains responsible for the correct installation including site management, organization and instruction of labor. Prices for Technical Advisory Personnel do not include round trip air fare, local lodging, meals, transportation, communication, tools, crane rental expenses, which are extra and for your account.

Anti-corruption

No offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice has or shall be made, either directly or indirectly, as an inducement or reward for the

award of this sale. Any such practice will be grounds for terminating this sale and for such other additional actions, civil, criminal, or both as may be applicable.

Default terms on breach

Upon any breach of these terms and conditions by the Buyer, Seller reserves the right to withdraw this quotation and cancel or terminate any corresponding order or contract without liability and without compensation of any kind to the Buyer.

Not binding until accepted by AGCO

This quote is strictly for your reference in placing an order and is not a firm offer that, alone, can be accepted. AGCO must ensure that sales comply with local, national and international laws and, therefore, must gather and review complete information regarding the sale's terms, customer, and shipping destination before an order can be accepted. Your authorized AGCO dealer or representative can assist you in turning this quote into an order by adding the final details that enable AGCO to perform its compliance review and promptly complete your order.

Errors and Omissions

AGCO reserves the right to amend this quote at any time until signed as a binding contract.