

GENERAL TERMS AND CONDITIONS OF GRILLO US CORP.

1. Scope and Validity

1.1 These General Terms and Conditions ("GTC") provide for the conclusion, content, performance and termination of contracts for the sale of products and provision of services by Grillo US Corp. ("Grillo").

1.2 These GTC shall be considered accepted if the purchaser ("Purchaser") of such products ("Products") and services ("Services") orders from Grillo and reference is made to them in an Offer, as defined herein, order confirmation or any other separate contractual agreement. Any terms and conditions of the Purchaser are explicitly excluded.

1.3 These GTC, together with all relevant documentation such as offers, estimates or quotations (including referenced documents) (collectively an "Offer") from Grillo, and all accepted orders placed by the Purchaser for the Products and Services along with any other Grillo terms and conditions constitute the contract ("Contract") between Grillo and the Purchaser (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

2. Offer and Order

2.1 Offers given by Grillo are, unless stated otherwise in such documents, subject to these GTC.

2.2 An Offer submitted by Grillo is generally subject to an immediate acceptance requirement unless a different period is specified in the Offer. If there is no respective information, an Offer remains open for acceptance by the Purchaser by placing an order within one (1) day from the date of the Offer. The Offer may be subject to amendment or alteration at any time by Grillo prior to Grillo's acceptance of an order by the Purchaser.

2.3 If an order of the Purchaser deviates from the Offer or the order confirmation provided by Grillo, the Offer or order confirmation, respectively, applies, unless the Purchaser objects, in writing, to Grillo within two (2) business days of the Purchaser receiving the order confirmation.

2.4 Orders are binding only if they are placed in writing or subsequently confirmed in writing. Electronic orders and order confirmations are considered equivalent.

2.5 An order placed by the Purchaser will form part of the Contract only when it has been received and accepted by Grillo. Grillo's acceptance of any order lodged by the Purchaser may be in writing or by Grillo delivering of the Products and the Services

which are the subject of an order. However, any terms and conditions contained in any order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by Grillo.

2.6 Once accepted by Grillo, orders may not be cancelled or varied by the Purchaser without the prior written consent of Grillo.

2.7 Grillo reserves the right to correct any errors or omissions in its Offers, order confirmations or invoices.

2.8 Purchaser shall bear all costs associated with the cancellation or modification of an order.

3. Sale of Products and Provision of Services

3.1 Subject to these GTC, Grillo agrees to sell the Products and provide the Services to the Purchaser.

3.2 Any dates or other specifications, unless explicitly agreed to by Grillo are only estimates, and subject to change at any time.

3.3 Unless otherwise set forth in an Offer, Grillo will sell the Products in accordance with its then current product standards.

3.4 If Grillo determines, at its sole discretion, that the sale of Products and provision of Services will have detrimental effects, Grillo may suspend any Contract. Should Purchaser fail to cure any of its concerns, Grillo may, in addition to any other remedies available, including but not limited to Section 12, terminate the Contract.

4. Purchaser Obligations

4.1 Purchaser shall ensure that any and all Products manufactured to its specification shall not infringe on any third party intellectual property rights. For the avoidance of doubt, Grillo will not review the validity or compliance with intellectual property rights of any information provided by the Purchaser.

4.2 If certain tools or other machinery is required for the manufacture of the Products ("Tools"), Purchaser, at its sole expenses, shall or cause the delivery, construction, compliance, maintenance, modification and other required acts for the Tools. If reasonably needed, Grillo may at any time carry out necessary technical changes to the Tools.

4.3 Purchaser is solely responsible to ensure the conformity and compliance of any Tools, samples, drawings or other information provided to Grillo regarding the Products.

4.4 Notwithstanding Section 4.2, Grillo may manufacture, purchase or otherwise procure Tools for the Products ("Grillo Tools"). The Grillo Tools will

be and remain the sole property of Grillo. Unless otherwise agreed to in writing, Grillo may utilize the Grillo Tools for any purpose after twelve (12) months of the conclusion of the respective order.

4.5 Prior to the shipment of Products or at any time thereafter and subject to the Parties agreement, Grillo may conduct Services for the Product, including compliance tests.

4.6 Purchaser shall, at its sole expenses, furnish suitable work spaces to and cooperate with Grillo in all matters relating to the Services and provide such access to Purchaser's premises as may reasonably be requested by Grillo, for the purposes of performing the Services.

4.7 Purchaser shall respond promptly to any Grillo request to provide direction, information, including but not limited to data and specifications, approvals, authorizations or decisions that are reasonably necessary for Grillo to perform Services in accordance with the requirements of the Contract.

4.8 Purchaser shall provide such materials or information as Grillo may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.

4.9 Purchaser shall create any and all necessary specifications for the provision of the Services and provide copies of such documents to Grillo for review. Upon review, Grillo may propose alterations to the specifications, which Purchaser shall approve or provide a written explanation for rejection to Grillo.

4.10 In addition to any other requirements set forth hereunder and at Grillo's request, Purchaser shall return or destroy any information provided hereunder. Purchaser shall provide a written acknowledgment that all information has been returned or destroyed no later than five (5) business days after receipt of Grillo's request.

5. Purchaser's Acts or Omissions

If Grillo's performance under the Contract is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Grillo shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Shipments; Delivery; Acceptance, Risk of Loss

6.1 Unless otherwise agreed to in writing and subject to Purchaser's compliance with all obligations under the Contract, Grillo will supply the Products ex works (EX) Incoterms or at its then current standard

shipping rates, which are subject to change at any time for each order.

6.2 Grillo will use reasonable endeavors to meet any shipping and/or delivery dates but such date or time is a bona fide estimate only and is not to be construed as a fixed date or time unless specifically agreed to by Grillo in writing.

6.3 Upon receipt, Purchaser shall immediately inspect the Products but no later than three (3) days and notify Grillo of any defects or errors, including substantial deviations in the size or weight of products exceeding more than ten percent (10%) of this listed in a current Offer, in writing. Otherwise, Grillo will deem the Products to be accepted.

6.4 Unless timely requested and separately agreed upon, Grillo will not provide insurance coverage or any other protection for the shipment of Products.

6.5 Risk of loss or damage for all Products will pass to Purchaser upon Grillo making such Products available to a carrier regardless of the shipping method. In case of a delay at no fault of Grillo, risk of loss or damage for all Products will pass to Purchaser upon Grillo's readiness to ship.

6.6 From time to time and at its sole discretion, Grillo may make partial shipments of Products to the Purchaser.

6.7 In case of a delay caused directly by its actions, Grillo may remediate any reasonably arising damages to the Purchasers, including but not limited to rebate of zero point five percent (0.5%) of the then current price for a Product per week, but no more than a total rebate of five percent (5.0%).

6.8 Purchaser will be responsible for cleaning and returning the returnable packaging at its sole cost within three (3) months of delivery. Grillo will credit Purchaser for properly received returnable packaging. Any rentable packaging, including but not limited to containers, will be charged to Purchaser on a monthly basis. Any nonreturnable packaging will be charged to Purchaser at its then current price.

7. Remuneration

7.1 The amount of remuneration to compensate Grillo for the sale of Products and provision of Services is set forth in the Contract. Unless otherwise set forth in an Offer or order confirmation, it is due net, and excludes sales tax or any other tax, duty, levy or the like which may be added to the remuneration by the Purchaser.

7.3 If Purchasers requests quantities of Products in excess of those set forth in an Offer or order confirmation, Grillo may cancel such requests or

charge the additional Products at its then current prices.

7.3 In accordance with the provision in Section 2.2 of these GTC, Grillo explicitly reserves the right at any time prior to accepting an order to alter, with notice in writing to the Purchaser, the price of the Products and/or Services.

8. Taxes

The Purchaser shall be responsible for payment of all taxes, including sales and use tax, inventory tax, duties, fees or other taxes of any nature assessed by governmental authorities applicable to the sale of Products and provision of Services hereunder.

9. Terms of Payment

9.1 Unless otherwise agreed between the Parties, all payments are due in full, payable to Grillo within thirty (30) days from the invoice date or the date when the Purchaser receives the invoices, whichever is earlier ("Due Date").

9.2 All payments must be received by the Due Date in a form acceptable to Grillo, even if the delivery of Products and provision of Services is delayed for reasons for which Grillo is not responsible or slight corrections are necessary. Payment shall only be deemed received if the outstanding funds are disposable by Grillo.

9.3 Purchaser agrees to pay Grillo for any travel time of Grillo's personnel related to a Contract in addition any other costs associated with or arising out of these GTC.

9.4 Should the Purchaser fail to pay within the time frame specified in Section 9.1 of these GTC, Grillo may:

- i) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18 % per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Purchaser shall also pay on demand any costs incurred by Grillo (including reasonable attorneys' fees and legal expenses) in connection with the collection of any amounts due from Purchaser to Grillo which are not paid as agreed herein;
- ii) refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or
- iii) treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days' notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle Grillo to elect, without

prejudice to any other rights of Grillo, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.

9.5 The Purchaser is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by Grillo prior to the provision of the Services.

10. Force Majeure

10.1 Grillo shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond Grillo's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of Grillo's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of Grillo.

10.2 Grillo shall notify the Purchaser in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 10 in said notice and shall supply all relevant information about its effects on the performance of the Contract.

10.3 Unless otherwise agreed in writing between the Parties, if Grillo is unable to perform the Contract because of Force Majeure, Grillo is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to Grillo. Grillo shall not be subject to damage claims.

10.4 In case the duration of Force Majeure exceeds six (6) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Purchaser in full, Grillo will refund the fees paid less the accrued cost and expenses of the contractual obligations.

11. Place of performance

Unless otherwise agreed in writing between the Parties, Grillo's principal office is the place of performance.

12. Termination

12.1 In addition to any other remedies that Grillo may have in law, Grillo may terminate or suspend the Contract or any part thereof if the Purchaser:

- i) fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from Grillo;
- ii) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or
- iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12.2 If the Contract (or parts thereof) is terminated, as specified in Section 12.1 of these GTC:

- i) Grillo will have an immediate right to remove the Products from Purchaser's premises;
- ii) Purchaser shall return or destroy any and all information provided by Grillo; and
- iii) all other outstanding amounts owed to Grillo by the Purchaser as well as any costs arising out of damages from the return or retrieval of the Products shall be due and payable by the Purchaser on demand by Grillo, per the terms of the Notice of Demand from Grillo.

12.3 Grillo, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of Services for convenience by written notification within thirty (30) days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from Grillo. Such termination shall explicitly not constitute default.

13. Limited Warranty

13.1 ABSENT A SEPARATE WARRANTY ISSUED TO PURCHASER, GRILLO WARRANTS THAT THE PRODUCTS WILL CONFORM TO ANY DESCRIPTION CONTAINED IN THE RELEVANT OFFER OR ORDER CONFIRMATION (IF ANY) AND WITH THE STANDARD SPECIFICATION FOR THE PRODUCTS FOR A PERIOD OF SIX (6) MONTHS FROM THE INVOICE DATE. PRODUCTS SHALL BE DELIVERED FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE AND SERVICES SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS.

13.2 IF THE PRODUCTS SUPPLIED OR SERVICES PERFORMED BY GRILLO DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 13.1 HEREOF,

THE PURCHASER SHALL PROMPTLY, BUT NO LATER THAN FIVE (5) DAYS AFTER DELIVERY NOTIFY GRILLO IN WRITING. UPON INSPECTION OF THE PRODUCTS AND DETERMINATION THAT AN APPLICABLE DEFECT EXISTS, GRILLO SHALL, AT NO COST TO THE PURCHASER AND AT ITS OPTION:

- i) REPAIR SUCH PRODUCTS;
- ii) SUPPLY A REPLACEMENT; OR
- iii) REFUND TO THE PURCHASER THE PORTION OF THE CONTRACT PRICE. IF GRILLO DETERMINES THAT NO APPLICABLE DEFECT EXISTS, PURCHASER AGREES TO REIMBURSE GRILLO FOR ANY AND ALL COSTS ARISING OUT OF OR RELATING TO ITS WARRANTY CLAIM. THIS WARRANTY DOES NOT EXTEND TO INCLUDE GRILLO'S LABOR COSTS.

13.3 THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:

- i) INCORRECT OR NEGLIGENT HANDLING BY THE PURCHASER OR A THIRD PARTY, INCLUDING ANY CHANGES TO ALLEGEDLY DEFECTIVE PRODUCTS, DISREGARD OF OPERATING OR MAINTENANCE INSTRUCTIONS, ACCIDENT, NEGLIGENCE, ACTS OF GOD, CAUSES BEYOND GRILLO'S CONTROL, AND UNAUTHORIZED USAGE OF THE PRODUCTS;
- ii) FAILURES TO FOLLOW GRILLO'S THEN CURRENT STORAGE CONDITIONS FOR THE PRODUCTS;
- iii) NORMAL WEAR AND TEAR; AND
- iv) ANY ACTIONS WHICH ARE IN CONFLICT WITH GRILLO'S INSTRUCTIONS.

13.4 IN CASE GRILLO DISCOVERS A DEFECT IN THE PRODUCTS, PURCHASER SHALL GRANT GRILLO ALL NECESSARY ACCESS TO THE PRODUCTS TO PERFORM ANY REPAIRS OR REPLACEMENTS.

13.5 WITH REGARDS TO SERVICES, THIS EXPRESS WARRANTY ONLY APPLIES IF:

- i) DEFECTS OCCUR WITHIN THIRTY (30) DAYS AFTER THE SERVICES HAVE BEEN PERFORMED;
- ii) GRILLO IS NOTIFIED IN WRITING WITHIN FIVE (5) BUSINESS DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE PURCHASER; AND
- iii) THE PURCHASER HAS FULFILLED ALL OF ITS CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT.

13.6 IN CASE THE PRODUCTS CONTAIN ANY THIRD PARTY PARTS, GRILLO WARRANTS SUCH PARTS ONLY TO THE EXTENT OF SUCH THIRD PARTY'S WARRANTY.

13.7 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY PATTERNS PROVIDED TO PURCHASER FOR TESTING ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.

13.8 THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF GRILLO SET FORTH IN THESE GTC ARE IN LIEU OF, AND GRILLO DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, INCLUDING FOR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. GRILLO HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN PURCHASER.

14. Limitation of Liability

14.1 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, GRILLO SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:

- i) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;
- ii) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR
- iii) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS OF THE AMOUNTS PAID TO GRILLO FOR A RELEVANT ORDER.

14.2 THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Indemnity

The Purchaser shall indemnify and keep Grillo harmless against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit), which may be made against Grillo or which Grillo may sustain, pay or incur as a result of or in connection with the sale of the Products and provision of the Services unless such costs, claims, demands,

expenses or liabilities are directly and solely attributable to any willful misconduct or gross negligence of Grillo or its duly authorized employee or agent.

16. Insurance

Purchaser shall, at its sole expense, maintain and carry all relevant insurance in full force and effect with insurance companies rated A- or better by a rating service. Insurance includes but is not limited to a comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate. Upon Grillo's request, Purchaser shall provide Grillo with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in this Section 16. Purchaser shall provide Grillo with thirty (30) days' advance written notice in the event of a cancellation or material change in Purchaser's insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against Grillo's insurers and Grillo.

17. Intellectual Property Rights/Retention of Title

17.1 Intellectual property rights (copyrights, patent rights etc.) remain with Grillo or third parties. Purchaser shall not reverse-engineer, decompile, disassemble or any other way alter the Products without Grillo's prior written consent.

17.2 Purchaser is granted a non-exclusive and non-transferable right to use the intellectual property rights for the agreed purpose in the Contract.

17.3 Purchaser (i) agrees that title in the Products remains with Grillo until all amounts due have been paid in full, in each case in good, collected and indefeasible funds (the "Release Date"); and (ii) acknowledges that, until the Release Date, Purchaser is in possession of the Products for and on behalf of Grillo as a bailee.

17.4 As security for all of Purchasers obligations hereunder, Purchaser grants to Grillo a security interest in (i) all Products purchased in accordance with these GTC; (ii) without in any way limiting any restrictions herein, any and all leases, chattel paper, instruments, accounts and security deposits relating in any way to such Products; and (iii) in all proceeds thereof (the "Collateral"). Purchaser acknowledges that the security interest granted under these GTC is a purchase money security interest under the Uniform Commercial Code as enacted in the State of Delaware ("UCC").

17.5 Grillo expressly authorizes, ratifies and confirms past or future filings of one or more UCC

financing statements or other documents by Grillo or its designees to the extent deemed necessary or desirable by Grillo. Such financing statements or documents may describe the Collateral in the manner in which Grillo we determines best protects Grillo's interests in the Collateral and facilitates the future sale of Products.

17.6 Purchaser shall not sell, pledge, transfer or assign the Products (for security or otherwise) until the Release Date without Grillo's written consent.

17.7 Until the Release Date, Purchaser shall carefully maintain, and insure the Products; shall protect such Products against any risks, and moreover shall take all reasonable measures in order that Grillo's rights and interests in such Products are neither compromised nor cancelled.

17.8 In the event of a breach, Grillo may utilize any remedies available to it at law or in equity. In all cases, Purchaser will be responsible for Grillo's costs and expenses in exercising its rights.

18. Confidentiality

18.1 Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

18.2 Confidential information of a Party does not include information which:

- i) was already known to the other Party, before it was made accessible by the disclosing Party;
 - ii) is or becomes generally known without the other Party's responsibility;
 - iii) was disclosed to the other Party by a third party without any transfer restriction;
 - iv) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or
 - v) has to be disclosed based on a legally binding decision of a court, administrative or other authority.
- In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want to implement.

18.3 This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid for a period of three (3) years after termination of the contractual relationship. Any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid.

18.4 A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

18.5 Notwithstanding Section 18.4 of these GTC, Grillo may disclose confidential information to its affiliates as well as subsidiaries, and enlisted specialists (lawyers, auditors, experts).

18.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Grillo, the Purchaser may not advertise the fact that a collaboration between the Parties exists or existed, and may not give Grillo as a reference.

19. Data Protection

19.1 The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular, they undertake to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Contract.

19.2 The Parties transfer the commitments specified in this Section 19 to their subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

20. Compliance

The Purchaser agrees to comply with any and all applicable laws, regulations, ordinances, legal standards, and industry practices.

21. Miscellaneous

21.1 Assignment. Purchaser shall not assign any of its rights under the Contract, except with the prior written consent of Grillo. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 21.1 is null and void.

21.2 Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of or personally to the other Party, or (ii) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of

such Parties notifies the other in accordance with this Section 21.2 of a change of address.

21.3 Waiver. No waiver by Grillo of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Grillo. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21.4 Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections 15, 18, 19, 20 and 21.

21.5 No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the GTC and/or Contract.

21.6 Governing Law and Dispute Resolution.

(i) Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.

(ii) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties do not reach settlement within a period of twenty (20) days, the Parties hereto shall submit the dispute to mediation on the terms and at a location determined by the Parties. If the Parties are unable to resolve a dispute through the methods outlined herein, either Party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Atlanta, Georgia, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and

binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.

21.7 Entire Agreement. The Contract contains the entire agreement between the Parties with respect to the sale of Products Good and provision of Services and supersedes all prior agreements and understandings between the Parties.

21.8 Independent Contractor. For the purpose of the Contract, Grillo is an independent contractor and nothing in herein shall be deemed to make Grillo an agent, employee, partner, or joint venturer of Purchaser. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

21.9 Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.

21.10 Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of Grillo.

Woburn, MA June, 2019