

TERMS AND CONDITIONS

1. Scope of application

The Terms and Conditions set forth below shall apply to all use of Tortillaworld, Inc.'s website "www.tortillaworld.com" (the "Website") and purchase of products through, or advertised in, the Website. By your use of the Website, purchase of products through the Website or purchase of products advertised in the Website, you agree to these Terms and Conditions.

2. Electronic Communications

By using the Website, purchasing products through the Website or purchasing products advertised on the Website, you agree that all agreements, notices, disclosures and other communications that TortillaWorld.com provides to you electronically satisfy any legal requirements that such agreements, notices, disclosures and other communications be in writing.

3. The Company, Products and Pricing

Tortillaworld, Inc., and any associated party thereto (the "Company") sells the following types of products ("Products"):

- a. Company Products
- b. Pre-Owned Products
- c. Custom Orders

All Company Products will have fixed prices which may be modified by the Company from time to time. Any Pre-Owned Products or Custom Orders will be negotiated by the parties.

4. Completion of a purchase

Any Company Products orders placed by you with the Company constitute a binding offer by you to conclude a purchase with the Company of the Company Products. Any Pre-Owned Products or Custom Orders terms will be negotiated by the parties. The binding purchase agreement comes into existence only when the Company accepts your Company Products order or agrees to any pre-negotiated Pre-Owned Products or Custom Orders terms by sending you a confirmation e-mail or written communication, or by shipping the Products ordered ("Order Confirmation").

5. Taxes

When the Company is required by law to collect applicable taxes relating to your order, you authorize TortillaWorld.com to charge the applicable taxes to your credit card.

6. Reservations and Exceptions

The Company reserves the right to change prices, terms, specifications and warranties for Products on this Website at any time without prior notice. The Company attempts to post accurate information, but errors may sometimes occur. Any such errors in Product specifications, descriptions, and pricing will be corrected when discovered and the Company reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions, including after an order has been submitted. If an error in pricing is discovered after your order has been submitted, the Company will inform you of the error at which time you may cancel or reaffirm your order at your option.

7. Product availability

Once the Company accepts your order, it will attempt to promptly fill the order subject to available inventories. We will communicate immediately lack of availability of any Product ordered or the need to modify any terms in the agreement.

8. Terms of payment

The purchase price, the cost of shipping and handling and any applicable taxes for the Products ordered by you are due prior to the shipment of your order by the Company. You may not make any set off against the Company's claim for payment unless the amount set off is not disputed by the Company or has been the subject of a final and binding judgment against the Company.

In case the payment is not cleared in our bank account within 15 banking days after receiving the Order Confirmation, TortillaWorld.com has the right to cancel your order.

9. Delivery and reservation of title

The Products ordered by you will be delivered to you at the address you have provided as restated in the Order Confirmation, Ex Works. All transportation and shipping costs as well as risk of loss are assumed by you. You agree that the Products ordered remain the Company's property until full payment has been received by the Company and the Products have been shipped.

10. Right to cancel the purchase; Changes

You may cancel a purchase for any reason up to three (3) business days following your receipt of the Order Confirmation, except for any Custom Orders. If you cancel this purchase, the Company will, upon receipt of the returned Products, refund or credit any payments you have made for the ordered Products. Any payments made for Custom Orders are not refundable. Changes to Custom Orders may be accommodated, nonetheless, the price for any changes to Custom Orders will be negotiated by the parties.

11. Warranty and limitation of liability

LIMITED WARRANTY

By entering into an agreement with the Company, you acknowledge that the Products purchased by you under these Terms and Conditions contain, may be contained in, incorporated into, attached to or packaged together with products manufactured by a third party ("Third-Party Products"). Third-Party Products are not warrantied by the Company. Any warranty provided by the third-party manufacturer of the Third-Party Products ("Third-Party Manufacturer") is assigned to you by purchasing Third-Party Products and you hereby waive any right to recover from the Company. For the avoidance of doubt, the Company makes no representations or warranties with respect to any Third-Party Products.

THE COMPANY HEREBY DISCLAIMS ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS

SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

THIS WARRANTY REPRESENTS THE COMPANY'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR DEFECTS IN MATERIALS AND WORKMANSHIP. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

The exclusion or the limitation of liability for damages according to the above paragraphs also applies to potential claims against employees or authorized representatives of the Company.

12. Assumption of Risk

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

13. Prohibition of assignment

You may assign your contractual rights under these Terms and Conditions to a third party only with the Company's prior written consent.

By using this Website, you agree that the laws of the state of Illinois shall govern these Terms and Conditions without giving effect to any conflict of laws principles. The Company reserves the right to make changes to the Website and these Terms and Conditions at any time by updating this posting. By using the Website, you agree to be bound by the Terms and Conditions in effect at the time of your use or purchase.

14. Disclaimers and limitations of liability relating to use of the website

The Website is provided on an "AS IS," "as available" basis. Neither the Company nor its affiliates, subsidiaries, or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors, or the like (collectively "Affiliates") warrant that use of the Website will be uninterrupted or error-free. Neither the Company nor its Affiliates warrant the accuracy, integrity or completeness of the content provided on the Website. You expressly agree that use of the Website is at your sole risk.

You agree that under no circumstances shall the Company or its Affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Website, including but not limited to reliance by a user on any information

obtained on the Website or that result from mistakes, omissions, interruptions, deletion of files or e-mail errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to the Company's records, programs or services. The foregoing limitation of liability shall apply whether in an action of contract, negligence or other tort. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

The above limitations of liability apply to all claims for damages no matter what the legal grounds may be, inclusive of tortious acts; they do not apply to potential liability according to the regulations on product liability. The rights of the consumers based on the consumer protection laws in force are not affected.

15. Proprietary rights

Content included on or comprising the Website, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "Content") are protected by copyrights, trademarks, patent or other proprietary rights. All content is copyrighted as a collective work under the U.S. copyright laws and the Company owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement and enhancement of such content. Except as expressly authorized or licensed, you may not copy, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the content, in whole or in part.

16. Relationship of the parties

The relationship between you and the Company is solely that of vendor and vendee, and are independent contracting parties. Nothing in these terms and conditions creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

17. Complete agreement

You may not modify, delete or amend these Terms and Conditions in any manner without the express written agreement of the Company.

18. Headings

The section headings used in these Terms and Conditions are for convenience only and do not form a part of these Terms and Conditions and no construction or inference shall be derived from them.