



General Terms and Conditions of Sale and Delivery for the Sowing Seed and Planting Trade

Prepared by Westland Seeds B.V., Zijlweg 7a, 2678 LC, De Lier, the Netherlands, and based on the General Terms and Conditions of Sale and Delivery for the Sowing Seed and Planting Trade, as advised by Plantum's Food Horticultural Seeds Department in Gouda, the Netherlands.

Article 1 Applicability of these general terms and conditions

1. These terms and conditions apply to every offer made by Westland Seeds B.V., hereinafter referred to as the seller, and to every agreement between the seller and a buyer, insofar as one or more of these terms and conditions have not been explicitly deviated from in writing.
2. The applicability of the general terms and conditions of the buyer is explicitly excluded.

Article 2 Definitions

1. Product: seeds, plant material and/or other items and/or the agreed services.
2. Processing: the treatment of the product for, but not exclusively for, the improvement of sowing, the emergence and/or spread and/or prevention of diseases and/or pests.

Article 3 Offer and acceptance

1. Any offer made by the seller is without obligation and can be revoked at any time by the seller.
2. An offer can only be accepted in writing; the seller is nevertheless entitled to accept a verbal acceptance as if it had been made in writing.
3. A verbal offer will automatically lapse if the buyer has not accepted it within 5 days.
4. A written offer will automatically lapse if the buyer has not accepted it within 5 days.
5. An offer to the buyer or a purchase agreement between the seller and the buyer does not imply, and should not in any way be construed as an implied licence to the buyer with regard to any intellectual property right to the products offered or sold.

Article 4 Harvesting and processing reservation

1. Deliveries are made subject to the usual harvesting and processing reservation. If the seller invokes the harvesting or processing reservation, the seller is not obliged to deliver. The seller will, if possible, try to deliver part of the ordered quantity or comparable alternatives.
2. The buyer is not entitled to compensation if the seller invokes this reservation.

Article 5 Ordering and delivery

1. If the quantity ordered in an order deviates from the standard quantity used by the seller or a multiple thereof, the seller is free to deliver the next higher quantity.
2. For orders with a value of less than 1000 Euro, the seller reserves the right to charge a sum of 100 Euro.
3. The seller will always make every best effort in the performance of the delivery obligation.
4. Fulfilment of the delivery obligation by the seller also includes delivery with a minor deviation in size, packaging, quantity or weight.
5. The seller is entitled to deliver the sold products in stages. If the products are delivered in stages, the seller will be entitled to invoice each stage separately.
6. Delivery is delivered at place (DAP) of the buyer in accordance with Incoterms® 2020. The Buyer authorizes the seller to choose a carrier and charge the costs related to the shipment.
7. The seller undertakes to deliver within a reasonable period of time, in accordance with the sowing or planting season after the purchase agreement has been concluded.
8. The agreed delivery time is not a final deadline. When a delivery term is exceeded, the buyer must declare the seller in default in writing and allow the seller a reasonable term to fulfil the agreement.
9. When placing the order and on the seller's demand, the buyer must indicate in writing which data, specifications and documents are required to comply with the regulations of the country of destination upon delivery, for example, the requirements with regard to invoicing , phytosanitary certificates, international certificates and other import documents.

Article 6 Retention of title

1. The products delivered by the seller and/or the products resulting from the delivered products remain the property of the seller until the buyer has paid the purchase price. The retention of title also applies to the claims the seller may have against the buyer due to the buyer's failure to fulfil one of its obligations towards the seller.
2. Products delivered by the seller, which pursuant to paragraph 1 are subject to retention of title, may only be resold or used in the context of normal business activities. In the event of resale, the buyer is obliged to stipulate a retention of title from its customers and Article 16 of these general terms and conditions applies without prejudice.
3. Products delivered by the seller, which by virtue of paragraph 1 are subject to retention of title, will at all times be stored and/or used in such a way that the quality is guaranteed and that the products are easy to identify.
4. The buyer is not permitted to pledge the products or attach any other rights to them.

Article 7 Price and payment

1. The seller reserves the right to change its prices. Each new quotation will render the previous one ineffective in relation to orders placed after that new quotation.
2. The seller must have received payment within 14 days of the invoice date. When this term has lapsed, the buyer is in default; from the moment it is in default, the buyer will owe interest at 2% per month on the amount payable.
3. In the event of winding-up, bankruptcy or a moratorium on payments of the buyer, all payment obligations of the buyer become immediately due and payable, and the seller is entitled to suspend the further performance of the agreement or to decide to terminate the agreement, all this without prejudice to the right of the seller to claim compensation from the buyer.
4. If payment in instalments has been agreed on, in the event of late payment of an instalment, the entire remaining amount will become immediately due and payable without notice of default. The provisions of the last sentence of paragraph 2 apply by analogy.
5. Without the seller's prior written consent, the buyer will under no circumstances defer or set off payments against any amounts of the invoices the seller is required to pay,

whether or not the buyer settles its claims for alleged defects in shipment or for any other reason.

6. If the seller has a claim against a company that is affiliated with the buyer, for example, a parent, subsidiary or sister company, and this company is in liquidation, the seller can set off this claim against any claim the buyer may have against the seller, even if the seller's claim is not yet due and payable at that time.

Article 8 Suspension and security

1. If the buyer fails to fulfil one or more of its obligations correctly and/or in time,
 - the obligations of the seller are automatically and immediately suspended until the buyer has fulfilled his obligations in full (in the event of a payment obligation, including payment of any extrajudicial costs); and
 - the seller can demand full payment and/or adequate security from the buyer, for example, in the form of a bank guarantee to be issued by a Dutch banking institution with a good name and reputation, with regard to the buyer's compliance.
2. Before fulfilling the obligations, the seller is entitled to demand full payment and/or sufficient security for fulfilment by the buyer, if it is plausible that the buyer will not (be able to) fulfil its obligations correctly and/or not in time.

Article 9 Collection costs

If the buyer defaults on or fails to fulfil one or more of its obligations, all extrajudicial costs incurred to collect payment, as well as the judicial costs, will be payable by the buyer.

Article 10 Use and warranty

1. The seller guarantees that the delivered product will meet the associated product specifications to the best of its ability. However, the product specifications do not constitute a warranty. Furthermore, the seller does not guarantee that the delivered product meets the purpose bestowed on it by the buyer.
2. All quality data provided in writing by the seller is based solely on reproducible tests. The quality data provided only indicates the result achieved by the seller at the time of the execution of the test and for the conditions under which the test was performed.

No direct relationship can be assumed between the information provided and the result achieved at the buyer. The result achieved at the buyer depends, among other things, on the location, cultivation measures and/or climatic conditions.

3. Any warranty on the part of the seller lapses if the buyer processes the products or has them processed, repackages or has them repackaged or uses them incorrectly.
4. The products supplied by the seller are intended for the production of plants, and are not intended for human or animal consumption, whether in an unprocessed or in a processed state. The plants resulting from the delivered products may only be used for human or animal consumption if the plants have been completely separated from the delivered products. The delivered products may not be used for the production of vegetable sprouts, because vegetable sprouts are consumed together with the seed. The seller is not liable for substances and/or micro-organisms on and/or in the seed.

Article 11 Faults and time limits for lodging a complaint

1. The buyer must inspect the purchased products on delivery or as soon as possible thereafter. During this, the buyer must verify if the delivered products comply with the agreement, i.e.:
 - if the correct products have been delivered;
 - if the delivered products correspond with that which has been agreed on with regard to quantity;
 - if the delivered products meet the agreed quality requirements, or in the absence thereof, the requirements which may be attached to normal use and/or commercial purposes.
2. If any visible faults or shortcomings are found, the buyer must notify the seller thereof in writing within 3 days of delivery, stating the batch, delivery note and/or invoice details.
3. Invisible defects must be reported to the seller in writing within 3 working days of discovery, stating the batch, delivery note and/or invoice details.
4. Complaints must be described in such a way that the seller or a third party can verify them. To this end, the buyer must also keep a record of the use of the products and, in the case of resale of the products, of its buyers. If the buyer fails to report defects within said terms, the complaint will not be processed and all of its rights will lapse.
5. In the event of a permanent dispute between the parties regarding the germination capacity, trueness to variety, varietal purity, technical purity and health, an

investigation into this will take place at the request of one of the parties by Naktuinbouw, established in Roelofarendsveen, the Netherlands.

The costs associated with this investigation will be borne by the largely unsuccessful party. This request must be submitted within 6 months of the first written notification of the problem to the other party. The investigation is carried out on the basis of the reference sample taken and managed by the seller before sale. The result of this investigation is binding on both parties, without prejudice to the parties' right to submit disputes about the consequences of this result to the bodies referred to in Article 20.

Article 12 Provision of information

1. Information provided by the seller in whatever form is non-binding. Descriptions, recommendations, and illustrations are as closely based on findings from experiments and practice as possible and exclusively intended as general information, not as quality and/or warranty indications. The seller will, however, never accept liability for different results in the cultivated products based on such information. The buyer must assess for itself whether the products are suitable for use for the intended cultivations and/or under local circumstances.
2. The information provided by the seller is understood to mean:
 - a) 'Immunity': a plant variety is not affected or infected by a specific disease or pest;
 - b) 'Resistance': the ability of a plant variety to limit the growth and development of a specific disease or pest and/or the damage it causes compared to susceptible plant varieties under comparable environmental conditions and disease or pest pressure.

Two levels of resistance are defined:

- i) High resistance (HR): plant varieties that greatly limit the growth and development of a specific disease or pest under normal disease or pest pressure compared to susceptible varieties. However, these plant varieties may show some disease symptoms or damage under high disease pressure.
- ii) Intermediate resistance (IR): plant varieties that limit the growth and development of a specific disease or pest, but may show more disease symptoms or damage compared to highly resistant varieties. Intermediate resistant plant varieties will show less severe disease symptoms or damage

than susceptible plant varieties under comparable environmental conditions and/or disease or pest pressure.

- c) 'Susceptible': the inability of plant varieties to limit the growth and development of a specific disease or pest.
3. The seller may always assume the correctness and completeness of the information and data provided to the seller by the buyer in the context of the conclusion and implementation of the agreement.

Article 13 Force majeure

1. Force majeure is taken to mean circumstances impeding compliance with the contract and which cannot be attributed to the seller. If and insofar as these circumstances make the fulfilment impossible or unreasonably difficult, this will also include extreme weather conditions, natural disasters, measures or the laws and regulations imposed by public authorities, war or civil unrest, destruction of production facilities or materials by fire, an epidemic, failure of public services or a shipper, strike action at companies other than the seller, unofficial or political strike action at the seller, a complete or partial lack of raw materials and other goods and services needed to realise the agreed performance, unforeseen delays at suppliers or other third parties on which the seller depends, and transport difficulties.
2. The seller will notify the buyer as soon as possible whenever force majeure causes the seller not to be able to deliver in time or at all.
3. If the situation of force majeure continues for more than 2 months, both parties will be entitled to dissolve the agreement in writing.
4. In the event of force majeure as described in this article, the seller is not obliged to pay any compensation.

Article 14 Liability

1. The seller is not liable for damage as a result of any shortcoming in the performance of the agreement, unless in the event of intent and/or gross negligence on the part of the seller and/or its employees.

2. The seller is not liable for damage as a result of non-delivery or late delivery, nor for incorrectly stating the requirements as referred to in Article 5, paragraph 9, if the order cannot be delivered or not delivered in time.
3. The buyer is obliged to limit the damage with regard to the delivered products about which he submits a complaint to the seller as much as possible.
4. The seller is not liable for damage caused by seed or plant material that has not been propagated and/or reproduced by or on behalf of the seller.
5. If the seller is liable on the basis of one or more conditions, this liability is limited to the invoice value of the delivered products; the seller is in no way liable for any form of consequential damage, lost turnover or lost profits.
6. Any possible claim for compensation under these terms and conditions will lapse if and as soon as one year has passed since the delivery of the products concerned, without the claim being submitted to the seller in writing.

Article 15 Indemnification

The buyer indemnifies the seller against all third-party claims for compensation for damage that is (allegedly) caused by or otherwise related to any product supplied by the seller, including claims that have been filed against the seller in its capacity as a producer of goods on the basis of any product liability regulation in any country, unless such damage is the result of intent or gross negligence on the part of the seller and/or its employees.

Article 16 Reproduction and/or multiplication reservation

1. The buyer is not permitted to use the delivered products and/or components and/or harvesting material thereof for further propagation and/or reproduction of parent material. Without permission, the buyer is also not permitted
 - i) to treat propagated products and/or components and/or harvest material thereof for propagation, ii) to offer them for sale, iii) to sell them, iv) to import and/or to export them and/or v) to have them in stock for these purposes. This provision also applies to varieties essentially derived from a variety supplied.

2. In the event of resale of the delivered products, the buyer must also impose this stipulation on its own buyer on pain of a fine for each violation. The amount of the fine is at least equal to the gain enjoyed by the buyer.
3. The buyer is obliged to grant the holder of plant breeders' rights or someone who inspects on its behalf direct access to its company, including and in particular the company's greenhouses, enabling the seller to carry out inspections. Company in this case also includes business activities performed by a third party on behalf of the buyer. If so requested, the buyer must immediately provide access to its records with regard to the relevant parent material. The Buyer shall also commit his own customers to the aforementioned obligations.

Article 17 Use of the trademarks and marks

The buyer is not permitted to use trademarks and marks that are used by the seller to distinguish its products from those of other legal entities/companies, or to use trademarks and marks that are not clearly distinguishable. An exception to this is the sale of products in the seller's original packaging with the trademarks and marks applied by it.

Article 18 No genetically modified organisms

Unless the products are specifically labelled as GMO, the seeds of varieties supplied to the buyer have been obtained without using genetic modification techniques leading to genetically modified organisms that are subject to Directive 2001/18 of the European Parliament and of the Council of the European Communities of 12 March 2001 on the deliberate release into the environment of genetically modified organisms.

Since it cannot be ruled out that the cultivation of approved GM plants by third parties also takes place in the seed production areas, it is not possible to prevent the accidental presence of GM material in its entirety and to guarantee that the seed batches making up this delivery, are free from any traces derived from GM plants.

Article 19 Conversion

1. If a provision of these General Terms and Conditions is invalid, this provision will automatically (by operation of law) be replaced by a valid provision that corresponds to the purport of the invalid provision as much as possible. If necessary, the parties

are obliged to enter into reasonable consultations with each other about the text of this new provision.

2. In that case, all other provisions of the General Terms & Conditions will remain fully valid as much as possible.

Article 20 Dispute resolution

1. Unless the parties have mutually agreed to arbitration, any dispute will be settled by the competent civil court in the first instance at the seller's location, unless the applicable rules of the law chosen in Article 21 declare a different court competent under mandatory law. The seller is at all times entitled to summon the buyer to appear before a court that is competent under legislation or an applicable international convention.
2. In the event of a dispute, however, the parties will initially try to reach a solution in mutual consultation, or otherwise through mediation, before the parties submit this dispute to an arbitration committee or the civil court.

Article 21 Applicable law and other applicable conditions

1. Any agreement between the seller and the buyer is governed by the laws of the seller's country.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is excluded.