



## General Terms and Conditions of Sale and Delivery Holland-Select BV

as per October 1, 2020

### Article 1 Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to all offers and all agreements between Holland-Select BV, hereafter Seller, and a buyer, insofar as expressly otherwise provided in writing.
2. The International Seed Trade Federation Rules and Usage for the Trade in Seeds for Sowing Purposes apply to all agreements with and/or offers for sale addressed to buyers located outside the Seller's country, except in so far as otherwise provided below.

### Article 2 Offers and Prices

1. The offers made by Seller are without commitment. An offer without commitments may be withdrawn within 8 days after receipt of its acceptance. The prices specified are exclusive of VAT.
2. Seller reserves the right to change its prices periodically. Each new price listing will invalidate the preceding one with regard to all orders placed after that new price listing.

### Article 3 Harvesting and Processing Reservation

1. All deliveries are subject to the customary harvesting and processing reservation. If Seller invokes the harvesting or processing reservation, it is not obliged to supply, but will, if possible, try to supply pro rata to the quantity ordered or equivalent alternatives.
2. The buyer is not entitled to damages if the Seller invokes this reservation.

### Article 4 Ordering and Delivery

1. If the quantity ordered in any order differs from the standard quantity applied by the Seller of a multiple thereof, the Seller is free to deliver the nearest higher or lower quantity. The Seller will always act to the best of its ability in fulfilling its obligation to deliver.
2. Sound fulfilment of the Seller's obligation to deliver also includes delivery with a minor difference in size, packaging, number of weight.
3. The Seller is permitted to deliver sold goods in parts. If the goods are delivered in parts, the Seller has the right to invoice each part separately.
4. The Incoterms applicable at the date of conclusion of the agreement will apply to the agreement. Delivery will be ex works (EXW) of the Seller.
5. The Seller undertakes to deliver within a reasonable period, in accordance with the sowing or planting season after the purchase agreement was concluded. An agreed delivery period will not be of the essence. In the event of late delivery, the buyer must therefore give the Seller notice of default in writing and grant it a reasonable period in which to perform the agreement.

### Article 5 Retention of Title

1. Title to the goods delivered by the Seller will remain vested in the Seller until the buyer has paid the purchase price. This retention of title also applies to any claims that the Seller may acquire against the buyer due to the buyer's failure to fulfil one of its obligations towards the Seller.
2. Goods delivered by the Seller to which the retention of title pursuant to paragraph 1 applies may be resold or used only in the normal course of business. If they are resold, the buyer is obliged to demand a retention of title from its buyers.
3. The buyer is not permitted to pledge the goods or to create any other right with regard to the goods.

### Article 6 Payment

1. Payment must be received by the Seller within 30 days after the invoice date. At the end of that period, the buyer will be in default; the buyer will owe interest at a rate of 1% a month on the outstanding amount as from the date of default.
2. If the buyer is liquidated, declared bankrupt or granted a suspension of payments, the buyer's payment obligations will fall due immediately and the Seller will be entitled to suspend the further performance of the agreement or to dissolve the agreement, all of this without prejudice to the Seller's right to claim damages.
3. If payment in instalments has been agreed, the entire remaining amount will fall due immediately without notice of default being required in the event of late payment of an instalment. The provisions of the last sentence of paragraph 1 apply accordingly.
4. If the buyer fails to perform one or more of its obligations, all the costs of obtaining payment in and out of court will be for the buyer's account.

### Article 7 Liability

1. The Seller is not liable for any damage resulting from a shortcoming in the performance rendered, except in the case of intent and/or gross negligence on the part of the Seller and/or its employees.
2. The buyer is required to limit as much as possible the damage with regard to the performances about which it files a complaint with the Seller.

3. If the Seller is liable on the basis of one or more conditions, such liability will be limited to the invoice value of the performances; the Seller will in no event be liable for any incidental or consequential damages, including loss of profits.

#### Article 8 Use and Guarantee

1. The Seller guarantees that the performances rendered will comply to the best of its ability with the relevant product specifications. However, the product specifications will not apply as a guarantee. If the goods delivered do not comply with the product specifications, the buyer will be informed. The Seller furthermore does not guarantee that the performances rendered will comply with the purpose to which they are put by the buyer.
2. If the Seller has specified a germination capacity, it is only on reproducible laboratory tests. No direct relationship may be assumed between the specified germination capacity and the emergence of the seed at the buyer. This specified germination capacity merely indicates the germination capacity at the time when and in the circumstances in which the test was performed. Emergence depends, among other things, on the location, cultivation measures and climate conditions at the buyer.
3. Any and all guarantees on the part of the Seller will lapse if the buyer processes the goods or has them processed, repackages the goods or has them repackaged, or uses the goods incorrectly.

#### Article 9 Intellectual property rights

1. Buyer shall comply with the restrictions and limitations imposed on the products by the UPOV Convention and its national implementations which are hereby incorporated by reference, and when applicable Council Regulations on Community plant variety rights, which are also hereby incorporated by reference.
2. Products protected by a breeder's right applied for or granted in the Netherlands or any other country or by a contractual provision may not be used to further reproduce the variety

#### Article 10 Statement related to Genetically Modified Organisms

1. Holland-Select's breeding techniques are innovative and advanced but our varieties have been developed by conventional plant breeding methods, without using GMO techniques.
2. The procedures adopted by the company are subject to supervision by the National Inspection Service. They are carried out with the utmost care, respecting the existing legal regulations and the procedures prescribed by the government regarding the marketing of varieties.

#### Article 11 Defects; Complaint Periods

1. The Buyer must inspect the goods purchased upon delivery, or as soon as possible after delivery. In doing so the buyer must check whether the goods delivered comply with the agreement, i.e:
  - a. whether the correct goods have been delivered.
  - b. whether the quantity of the goods delivered corresponds with the agreement;
  - c. whether the goods delivered meet the agreed quality requirements or – if none were agreed – the requirements that may be stipulated for normal use and/or trading purposes.
2. If visible defect or deficiencies are established, the buyer must inform the Seller accordingly in writing within 3 working days after delivery, specifying the batch, delivery note and/or invoice details.
3. The buyer must report any invisible defects to the Seller in writing within 3 working days after discovery, specifying the batch, delivery note and/or invoice details.
4. Complaints must be described in such a manner that the Seller or a third party can verify them. For that purpose the buyer must also keep records with regard to the use of the goods and, in the event of resale of goods, with regard to its buyers. If the buyer does not file a complaint within the aforesaid period, the complaint will not be dealt with and its rights will expire.
5. In the event of a permanent dispute between the parties concerning the germination capacity, varietal trueness, varietal purity or technical purity, a (re)inspection may be performed at the request of either party by the NAK-Tuinbouw, having its registered office in Roelofarendsveen, The Netherlands, for the account of the unsuccessful party. The (re)inspection will be performed on the basis of an approved sample.
6. The outcome of this (re)inspection will be binding on both parties, without, prejudice to the parties right to submit disputes on the consequences of this outcome to the institutes referred to in Article 13.

#### Article 12 Provision of Information

1. Information provided by the Seller in any form whatsoever is without commitment. Descriptions, recommendations and illustrations in brochures and leaflets are based as closely as possible on experiences in tests and in practice. The Seller in no event accepts any liability, however, on the basis of such information for different results in the cultivated product. The buyer itself must determine whether the goods are suitable for the intended growth and/or can be used in the local conditions.
2. In the information provided by the Seller, the term 'immune' means that the variety is not susceptible to a certain disease (immune is an absolute concept); the term 'resistant' refers to the plant's ability to prevent or impede the development of a certain disease or certain forms of that disease; the term 'tolerant' refers to the plant's ability to endure a certain disease or harmful environmental factor, with limited harmful effects on growth and production; the term 'susceptible' refers to the plant's inability to impede or prevent the growth or development of a certain disease or harmful environmental factor

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#### Article 13 Force Majeure

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1. Force majeure means circumstances that stand in the way of fulfilling the obligation and cannot be attributed to the Seller. If and in so far as these circumstances make performance impossible or unreasonable complicated, they include strikes at companies other than the Seller's company, unofficial strikes or political strikes at the Seller's company, a general lack of the necessary raw materials and other goods or services required to render the agreed performance, unforeseeable delays at sub-suppliers or other third parties on which the Seller is dependent, and general transport problems.
2. The Seller will inform the buyer as soon as possible if it is unable to deliver or to deliver in time due to an event of force majeure.
3. If the event of force majeure lasts longer than 2 months, both parties will be entitled to dissolve the agreement. In that case the Seller will not be required to pay any damages.

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#### Article 14 Settlement of Disputes

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1. Unless the parties have agreed on arbitration in consultation, any disputes will be settled by the civil court that is competent in first instance in the place where the Seller has its registered office, unless another court is competent pursuant to the applicable mandatory rules of the law chosen in Article 14.
2. In the event of a dispute the parties will, however, first try to reach a solution in consultation, or otherwise by means of mediation, before the parties submit the dispute to an arbitration tribunal or to the civil court.
3. The Seller will at all times have the right to summon the buyer before the court that is competent by law or pursuant to the applicable international convention.

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#### Article 15 Applicable law

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All agreements between the Seller and the buyer are governed by the law of the Netherlands. The United Nations Convention on the International Sale of Goods (the Vienna Sales Convention) are excluded from these conditions.

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#### Article 16 ISF Rules and Usages

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The Rules and Usages for the Trade in Seeds for Sowing Purposes of the International Seed Federation, effected on 1 July 2016, apply.