

General Terms of Sale and Delivery of Agri-Saaten GmbH

1. General stipulations

- 1.1 The conditions below (the **GT Agri-Saaten**) apply to all offers, deliveries and related legal transactions.
- 1.2 The GT Agri-Saaten only apply vis-a-vis farmers and other entrepreneurs within the meaning of § 14 German Civil Code (BGB).
- 1.3 The GT Agri-Saaten are accepted by the buyer with the acceptance of the first delivery at the latest and shall be applicable for the full duration of the business relationship.
- 1.4 Changes of the GT Agri-Saaten will be communicated to the buyer in writing. Changes will be deemed to be accepted if the buyer fails to object to them within six weeks from their communication in writing. This legal consequence will be pointed out to the buyer when changes are announced.
- 1.5 Any conditions of the buyer or other agreements such as guarantees, amendments and side agreements deviating from the GT Agri-Saaten are only effective if we have explicitly agreed to the conditions or other agreements in question.
- 1.6 Insofar as legal transactions are entered into verbally or by telephone subject to our written confirmation, the contents of our confirmation letter will be deemed to be agreed unless the addressee objects immediately. This legal consequence will be pointed out in the confirmation letter.
- 1.7 All offers and prices in our price lists and other brochures are subject to change, are quoted in EUR, and are net prices (i.e., they include the mere value of the goods without VAT, insurance, packaging, transport, and other additional services). The packaging material is provided by the seller; however, the buyer is responsible for its disposal.

2. Delivery and delivery dates

- 2.1 If a delivery date or delivery period is agreed, the buyer is obliged, without having to be requested to do so, to inform the seller of the place the delivery needs to be made to no later than five working days before the date or start of the period (the **Shipping Instruction**). If the Shipping Instruction is not received in time, the seller is entitled to withdraw from the contract and request compensation in place of performance by the buyer if he has set the buyer a minimum grace period of three working days and not received a Shipping Instruction within this grace period either. Delivery dates and delivery periods will be extended by the duration of the grace period. The same applies if the Shipping Instruction, contrary to the agreement, covers only a part of a shipment, to the other part of the shipment which is not covered by the Shipping Instruction.
- 2.2 If it is agreed that the buyer needs to provide the Shipping Instruction at a specific date or within a period, the provisions in section 2.1 apply except for the first sentence. In the absence of such an agreement, the seller needs to set the buyer a reasonable period for providing the Shipping Instruction, whereupon the provisions in section 2.1 will apply except for the first sentence.
- 2.3 In case an approximate delivery has been agreed, a deviation of up to 5% of the contractual quantity shall be deemed to be in compliance with the agreement. In case of such deviation, the purchase price to be paid is to be calculated in accordance with the quantity deviation.
- 2.4 The buyer is required to accept partial deliveries unless this is unreasonable for the buyer in the individual case. The seller is entitled to replace varieties which are not available by varieties which are, as far as this is possible, equivalent to the unavailable varieties.
- 2.5 If the seller fails to deliver on time, the buyer shall set the seller an adequate grace period for delivery. If the seller fails to deliver within the grace period altogether or fails to deliver as agreed, the buyer is entitled to withdraw from the contract and, if the seller is answerable for this breach of duty, demand compensation in place of delivery.
- 2.6 If the seller has effected only a partial delivery despite the setting of a grace period for belated performance, section 2.5, sentence 2 will apply to the non-effected partial

delivery correspondingly. However, the buyer is entitled to withdraw from the entire contract and demand compensation in place of delivery only if he has no interest in the partial delivery.

- 2.7** The buyer is not entitled to withdraw from the contract and demand compensation in place of delivery if the seller's delivery falls short of the quantity named in the contract by up to 5%; a possible breach of duty on the part of the seller is in such case deemed to be negligible. In case of an approximate delivery quantity as per section 2.3, sentence 1 above applies if the seller's delivery falls short of the approximate quantity named in the contract by up to 10%. The remaining statutory warranty claims remain unaffected.
- 2.8** In case of sales subject to delivery possibility, the seller does not assume the procurement risk. There is no obligation for the seller to deliver if delivering the goods is impossible for the seller for legal or factual reasons. This is in particular the case if
- the pre-supplier with whom the seller has entered into a legal transaction to fulfil its delivery obligation to the buyer fails to meet its obligation to supply the seller correctly and on time in full or in part;
 - the competent certification authority refuses to certify the delivery;
 - delivery from own propagation is explicitly or tacitly agreed and the goods from own propagation have run out.
- An obligation of the seller to pay compensation for non-fulfilment is in such cases determined as per section 9.
- 2.9** If it becomes apparent retrospectively that the delivery is not permissible or cannot be carried out due to statutory export restrictions, embargoes, or other official measures, the seller is entitled to withdraw from the contract.
- 2.10** Unless otherwise agreed in writing, delivery shall be made from the seller's warehouse in Bad Essen.
- 2.11** For deliveries outside the Federal Republic of Germany, the INCOTERMS in their current version (currently 2020) shall apply in addition, unless expressly agreed otherwise.

3. Shipment

If the parties do not agree otherwise, the seller decides the way and method of goods shipment and the loading place for the goods.

4. Treatment of seeds

- 4.1** Seeds that are customarily used dressed or treated in another manner need to be delivered dressed or treated in the other manner unless agreed otherwise.
- 4.2** If the buyer intends to invoke a deficiency of the delivered goods after an – initial or additional – dressing or other treatment performed by the buyer or at the buyer's behest, the buyer is required to prove with suitable evidence that the deficiency already existed before the – initial or additional – dressing or other treatment provided by the buyer or third party. A suitable evidence is in particular a backup sample taken before the dressing as per section 8.2.

5. Payment

- 5.1** The place of fulfilment for payments is the seller's place of business.
- 5.2** If not agreed otherwise, payment is due without deductions immediately upon receipt of the seeds and invoice, and payable within 30 days upon invoice receipt. Default is subject to the statutory provisions of § 286 German Civil Code (BGB).
- 5.3** The seller is obliged to accept bills of exchange only if this is explicitly agreed. Bills of exchange and cheques are only accepted in lieu of payment in any case, so that the purchase price claim will only be fulfilled upon payment of the amount stated in the bill or cheque, and only in the amount actually paid.
- 5.4** In case the seller gets knowledge of a significant deterioration of the buyer's financial circumstances or solvency, he is entitled to declare all claims from the business relationship to be due immediately, including deferred claims and claims from bills of

exchange, and make further deliveries conditional to an advance payment or provision of collateral. If a deadline is set for such advance payment, the seller is entitled to withdraw from the contract or demand compensation in place of delivery upon unsuccessful expiry of the deadline. In the event of an application for or the opening of insolvency proceedings against the buyer's assets, the seller is entitled to withdraw from the contract and demand the immediate return of the goods subject to retention of title. Claims for the return of payments already made are excluded, subject to mandatory statutory provisions.

- 5.5** Offsetting against claims of the seller is only permitted with counterclaims that are undisputed or have been awarded without any further legal recourse being possible. The assertion of retention rights that are not based on the same contractual relationship is excluded.
- 5.6** The seller reserves the right to carry out a credit check on the buyer if there is a legitimate interest in doing so. If this check reveals insufficient creditworthiness, the seller may refuse delivery or make it dependent on advance payment.
- 5.7** In the event of default in payment, the seller is entitled to charge default interest at a rate of 5 percentage points above the base interest rate (in case of consumers, § 288 (1) German Civil Code, BGB) or 9 percentage points above the base interest rate (in case of business people, § 288 (2) German Civil Code, BGB) as well as a reminder fee of EUR 50,00 per reminder. The assertion of further damages caused by default remains unaffected by this.
- 5.8** The buyer is not entitled to assign claims arising from this contract to third parties without the prior written consent of the seller.

6. Quality agreement; genetic entries

- 6.1** The following is exclusively deemed to be the agreed quality of the seeds within the meaning of § 434 (1) sentence 1 German Civil Code (BGB):
- The seeds have varietal and species identity;
 - Seeds produced in Germany meet the requirements of Annex 3 of the Regulation on the Marketing of Seeds of Agricultural Species and of Vegetable Seeds dated 21 January 1986 as amended from time to time; seeds produced in other countries meet the requirements of the respective European seed directive.
- 6.2** All vegetables bred by us have been produced using traditional breeding methods without the use of genetic modification techniques that could result in genetically modified organisms as defined in Directive 2001/18/EC of the European Parliament and of the Council of the European Communities on the deliberate release into the environment of genetically modified organisms.
- 6.3** In the production of our seeds, methods are used that aim to prevent the accidental presence of genetically modified organisms (GMOs) that require regulation. However, seed propagation takes place in open fields under natural conditions with free pollen dispersal. It is therefore not possible to guarantee that the seed supplied is free from any traces of GMOs.
- 6.4** To the extent not agreed otherwise, the following applies: We deliver seeds for growing plants which are intended exclusively for growing under agricultural conditions. The seeds we supply are unfit for human or animal consumption in both a processed and unprocessed condition. Plants grown from the seeds we supply must only be used as food and/or feed upon their complete separation from the seed grain supplied as seed. To the extent not agreed otherwise, we accept no liability for substances or microorganisms irrelevant under seed law that are found on or in the supplied seed grains.
- 6.5** We accept no guarantee to the effect that the seeds do not violate intellectual property and copy rights of third parties.

7. Complaints

- 7.1** If a merchant, the buyer needs to inspect the seeds immediately and no later than within two working days after delivery. If the seeds are acquired in sealed containers

for resale, the inspection requirement only applies if the container is opened or indications of a deficiency of the seeds are detectable, e.g. on the packaging.

- 7.2** If a merchant, the buyer needs to complain about evident deficiencies of the seeds to the seller immediately and no later than within three working days after delivery. Non-obvious deficiencies also need to be complained about to the seller by the buyer being a merchant without undue delay and no later than within 2 working days after their discovery. The seller can request a written notice of defects from the buyer, whereupon the periods in sentences 1 and 2 will be extended to five working days. The complaint's receipt by the seller is decisive.
- 7.3** If the buyer is an entrepreneur, but not a merchant, the periods detailed in 7.1 and 7.2 are each extended by two working days.

8. Sampling, obtaining an expert opinion

- 8.1** Upon discovering a deficiency after delivery, the buyer is obliged to have an average sample as per 8.2 taken from the delivery without undue delay if the seller has not acknowledged the deficiency and there are still seeds left.
- 8.2** The average sample needs to be taken and created in keeping with the sampling requirements of the Association of German Agricultural Analytic and Research Institutes by a person appointed or engaged by a Chamber of Agriculture, a Chamber of Industry and Commerce, or a competent authority. The average sample needs to be split into three equal subsamples. One subsample needs to be sent to one of the seed testing laboratories for analysis immediately, the second subsample must be sent to the seller, and the third remains with the buyer. If one of the parties doubts the test results of the seed testing laboratory involved, the subsample remaining with this party needs to be sent to another seed testing laboratory not yet involved in the testing and designated by the seed certification authority responsible for the buyer under national law immediately for analysis. The findings of the second seed testing laboratory are binding for both parties if they conform with those of the first. If the findings do not conform, the still remaining subsample needs to be sent to a further seed testing laboratory not yet involved in the testing and again designated by the seed certification authority responsible for the buyer under national law immediately for analysis. The findings of the third seed testing laboratory are binding for both parties if they conform with one of the findings of the seed testing laboratories involved before. If no such conformity is provided, the average of the three analyses will be deemed to be the determined result.
- 8.3** If no seeds are left and the seller of the seeds does not accept a buyer complaint, an inspection of the crop is to be immediately performed by a suitable expert, in which the seller and buyer must be involved. The expert is to be appointed by the seed certification authority competent under national law in whose territory the inspection is to take place. The inspection by the expert is aimed at determining the facts and identifying possible causes of the defect as to quality.
- 8.4** The seller is not bound to the findings of the expert within the meaning of the provisions above if the parties are disputing whether the purchased item was deficient already at the passing of risk and the average sample does not conform with a retained sample taken on the basis of official regulations or with results of the post-control in the field.

9. Claims for defects and liability

- 9.1** Unless the seller causes injury to the buyer's life, body or health, or violates an essential contractual obligation whose fulfilment is indispensable for attaining the contract purpose, the seller is liable to pay compensation for breaches of duty only in the event of deliberate intent or gross negligence.
- 9.2** For deficiencies the seller is liable for, the seller will at his option provide subsequent improvement or replacement delivery. Only if the subsequent improvement or replacement delivery has failed can the buyer demand a reduction in the price or withdraw from the contract and, if the seller is culpable of deliberate intent or gross

negligence, demand compensation in place of delivery. Sentence 2 does not apply if the presence of the deficiency constitutes a breach of an essential contractual obligation and the fulfilment of this contractual obligation is indispensable for attaining the contract purpose.

- 9.3** Claims due to deficiencies and breaches of obligations unrelated to defects of quality or of title expire in one year from the delivery of the seeds. This does not apply in the cases of § 309 no. 7a and b German Civil Code (BGB). § 438 (3) German Civil Code (BGB) remains unaffected.
- 9.4** Compensation claims for negligent breaches of material contractual obligations are limited to the foreseeable damage that is typical for the contract.
- 9.5** Insofar as liability is excluded or limited, this also applies to the personal liability of the seller's employees, staff, representatives and vicarious agents.
- 9.6** Liability for indirect damages, lost profits, loss of production, or other consequential damages is excluded, unless there is intent or gross negligence or mandatory law precludes this. In particular, the seller shall not be liable for damage or loss resulting from the further processing, refinement, or other downstream use of the products produced from the seed. Only damage directly related to cultivation in the field through the use of the delivered seed shall be eligible for compensation.

10. Duty to minimize damages

The seller has to apply all reasonable measures apt to minimize the damage. Insofar as the damage could have been prevented or reduced if the deficiency had been complained about at once upon its detectability, this also needs to be taken into account for calculating the compensation.

11. Retention of title, assignment as security

- 11.1** All goods supplied to the buyer by the seller remain the property of the seller until the payment of all claims from the business relationship with the buyer (reserved goods). This also applies if individual or all claims of the seller have been incorporated into a running account and the balance is drawn and recognized. It moreover applies to claims from cheques and bills of exchange made out in connection with the business relationship.
- 11.2** The seller is permitted to resell reserved goods or use them for sowing only in the due course of business.
- 11.3** Upon its separation from the substrate and soil, the crop from the seeds supplied by the seller is assigned to the seller by way of security until the full payment of all claims from the business relationship, and is stored by the seller free of charge.
- 11.4** All claims of the buyer from a resale of reserved goods are assigned to the seller at the time of concluding the contract by way of security for all the seller's claims from the business relationship. The buyer is entitled to collect these claims for the seller's account until this is revoked by the buyer. The seller's entitlement to collect these claims itself remains unaffected by this. However, the seller undertakes to not collect the claims as long as the buyer duly complies with all payment and other obligations.
- 11.5** The buyer is obliged to adequately insure reserved goods at his own expense insofar as this is customary, and to inform the seller of any event of damage or loss immediately. Claims from the insurance contract are assigned to the seller in advance, namely until the full payment of all claims from the business relationship.
- 11.6** We are entitled to repossess purchased items if the buyer behaves in a manner contrary to contract.
- 11.7** The buyer is obliged to inform us without undue delay in writing if delivered goods are seized or exposed to other third-party interventions. Insofar as the third party is unable to refund the judicial and extrajudicial costs of a lawsuit as per § 771 German Civil Procedure Code (ZPO) to us, the buyer will be liable for our loss.
- 11.8** The buyer is entitled to resell reserved goods in the ordinary course of business. The buyer already now assigns the claims against the purchaser from the resale of reserved goods to us in the amount of the final invoice amount agreed with us

(including VAT). This assignment applies irrespective of whether the purchased item has been resold without or after processing. We reserve the right to prohibit the use or processing. The buyer remains authorized to collect the claim also after the assignment. Our right to collect the claim ourselves remains unaffected by this. We will not collect the claim, however, as long as the buyer meets his payment obligations from the proceeds collected, is not in default, and especially as long as no application is filed for the opening of insolvency proceedings and no payments are suspended.

- 11.9** Any treatment, processing or alteration of purchased items by the buyer is always performed in our name and on our behalf, without any obligation for us arising therefrom. In this case the buyer's expectant title to the purchased items continues in the altered items. Insofar as purchased items are processed with other items not belonging to us, we acquire co-ownership of the new items in the ratio of the objective value of our purchased items to the other processed items at the time of the processing. The same applies in the event of a combination, mixing or commixture of the reserved goods with other items not belonging to the seller. Insofar as the combination, mixing or commixture results in the buyer's item being deemed to be the main item, it is agreed that the buyer will assign co-ownership to us proportionately, and store the sole or joint property thus created for us. To secure our claims against the buyer, the buyer also assigns to us any receivables from third parties that arise for the buyer from the incorporation of the reserved goods in real property; we hereby already now accept this assignment.
- 11.10** We undertake to release the collateral due to us upon the buyer's request insofar as its value exceeds the collateralized claims by more than 20 %.
- 11.11** The buyer undertakes to disclose the retention of title to companies affiliated with it in accordance with Sections 15 et seq. of the German Stock Corporation Act (AktG).

12. Seed use

- 12.1** Unless otherwise expressly agreed, the delivered seed may only be used for the cultivation of end products (e.g., vegetables) and/or other finished products (e.g., young plants) on the buyer's farm.
- 12.2** Without the prior written permission of the respective plant variety protection holder, which he may or may not grant at his discretion, the buyer is not entitled to use the seed for the production of propagation material. In the event of resale, the buyer is obliged to pass on the obligations under clauses 12.1 and 12.2 to its contractual partners and to agree with them on an effective prohibition of further processing and propagation.
- 12.3** Upon adequate advance notification, the seller is entitled to enter the buyer's premises and to inspect and assess the seeds supplied by the buyer and/or the plants grown from these seeds.
- 12.4** The finished product grown from the seeds delivered to the buyer must only be sold by the buyer under the variety name registered by the seller.
- 12.5** If in breach of an obligation as per sections 12.1 or 12.2, the buyer, upon request of the seller or of the holder of the plant variety protection rights, has to pay to the holder of the plant variety protection rights a contract penalty amounting to three times the purchase price of the seeds. The seller's liability for further damages remains unaffected by this.

13. Pelleted seeds

We only use the best high-germinating seeds for our pelleted seeds (pot and land pellets). As the successful cultivation of seed pellets depends on many different factors, we are nevertheless unable to guarantee cultivation success. Seeds of our protected varieties may not be processed into pelleted seeds without our explicit permission.

14. Disputes

- 14.1** German law applies exclusively, excluding the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 Exclusive place of venue is Osnabrück.

15. Miscellaneous

- 15.1** Should one or several provisions of these GT Agri-Saaten be or become invalid or unenforceable, the validity of the remaining provisions will remain unaffected by this. In place of the invalid or unenforceable provision, the parties will agree on a valid and enforceable provision that most closely approximates the economic interests of both parties. The same applies in the event of the GT Agri-Saaten featuring an unintentional loophole.
- 15.2** The contract language is German. In the event of translations, only the German version shall be authoritative.
- 15.3** In the event of force majeure, both contracting parties shall be released from their performance obligations for the duration of the disruption. Force majeure includes natural disasters, crop failures, unforeseen deterioration in quality, pandemics, war, strikes, political sanctions, or official orders.
- 15.4** Personal data is processed in accordance with the seller's privacy policy, which is available for review on our homepage <https://www.agri-saaten.de/datenschutz/>.