

GENERAL TERMS AND CONDITIONS OF SALE OF BAKKER BROTHERS,

“Gebroeders Bakker Zaadteelt en Zaadhandel B.V.” (hereinafter referred to as "B.B.")

Address of establishment: Oostelijke Randweg 12, 1723 LH Noord-Scharwoude, The Netherlands

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1. Definitions

1.1 Bakker Brothers (B.B.): “Gebroeders Bakker Zaadteelt en Zaadhandel B.V.”

1.2 Purchaser: the person who purchases products from Bakker Brothers.

1.3 ISF conditions: Rules and Usages for the Trade in Seed for Sowing Purposes, version July 2009

2. General

Descriptions and illustrations in catalogues and brochures, as well as quotations made by B.B. in any form, are only intended as general information for the purchaser and do not constitute an offer from B.B.. A placed order is deemed to be an irrevocable offer by the purchaser. B.B. is obliged to send its order confirmation within 21 days of receiving the order. B.B. is legally bound by sending its order confirmation.

3. Applicability

1. Our terms and conditions of sale are applicable to all verbal and written quotations and all agreements and deliveries from B.B. and/or to its associated companies with the exception of the applicability of any general conditions from the purchaser, unless expressly otherwise agreed in writing. By placing an order, the purchaser declares to have already received a copy of these general conditions, and to be fully conversant and in agreement with the content thereof. The ISF conditions are also applicable, in as far as no deviations are made therefrom by our terms and conditions of sale or by written agreement.

2. The agreed deviations from our terms and conditions of sale are only applicable to the cases stated in that agreement, unless the departures in the next agreement are once again confirmed in writing.

4. Ability to supply and quality

1. If, at the time of the sale, the seed cannot yet be supplied or data about the germination capacity, purity, and other characteristics of the seed is not yet available, the agreement shall be continued on the condition that, and in as far as, a normal harvest yield and the safe arrival thereof is maintained, during the agreed harvest year.

2. In the event of a failed harvest, a disappointing harvest, or a harvest of seed with inadequate germination capacity, purity or a bad external condition, B.B. is entitled to supply a part of the quantity ordered by purchaser.

If several buyers have ordered the same seed, in the aforementioned circumstances, B.B. is entitled to distribute and supply the yield of the harvest pro rata amongst the buyers.

3. If one of the circumstances stated in para. 2 occurs, B.B. is in no way obliged to deliver seed that has not been cultivated by B.B., nor can B.B. be held liable for any loss that arises in relation to the purchaser and/or third parties.

5. Delivery time

1. The delivery of ordered seed depends on the time and the safe arrival of the harvest. Delivery times shall therefore always be stated by B.B. as estimated delivery times, and shall not be regarded as being deadlines.

2. Exceeding the estimated delivery time shall not mean that B.B. is in default according to article 6:83 of the Civil Code (“BW”).

3. The delivery time commences as soon as the order confirmation has been sent, and more importantly, after all of the details deemed necessary by B.B. have been sent to B.B. by the purchaser.

6. Conditions for ordering and delivery

1. Unless expressly otherwise agreed, deliveries take place “subject to crop” and “subject to passing” within the meaning of the ISF conditions.

2. In his order, the purchaser must accurately state which requirements and conditions are imposed by the relevant authorities in his country of establishment (and in any other countries that are involved in the transportation) in relation to the product to be supplied, including details concerning:

- invoicing
- phytosanitary requirements
- international certificates
- other import documents or import declarations.

The purchaser is obliged to fully indemnify B.B. for any liability, if the aforementioned requirements and conditions are not stated, incorrectly stated, or not stated in full, by the purchaser.

3. In the event of deviation from that outlined article 8, it is expressly agreed that B.B. shall take care of the transportation to the agreed place of delivery, and that B.B. shall determine the method of transportation and the haulier to be deployed. Furthermore, in this event, B.B. shall also take care of the insurance for the ordered products, fees for declarations, as well as the storage and processing of the consignments. B.B. shall charge the costs for the transportation and the fees, premiums and costs for the other services stated in this paragraph, at cost price to the purchaser.

4. The purchaser is fully liable towards his customers, for all express or implied guarantees and conditions, by means of which he resells the seed, and the purchaser fully indemnifies B.B. in relation to any claim from customers of the purchaser and/or other third parties.

7. Conditions of payment

1. The payment of the selling price for the seed, transport costs, insurance premiums, fees for declarations, storage and processing, and the other billed costs must be paid in accordance with the conditions stipulated on the invoice.
2. Unless otherwise agreed in writing, our invoices must be paid within 30 days of the invoice date (the "due date"), without any reduction or compensation, in a legal Dutch currency. If payment has not been made before or on the due date, the purchaser is liable to pay the legal interest rate prevailing in the Netherlands for this type of transaction on the invoiced amount owed, starting from the day following the due date until the day on which the invoiced amount has been fully paid. At the end of each successive month, counted from the due date, the amount on which the legal interest is calculated, shall be increased by the interest due for that month.
3. All costs (including the costs for legal assistance) for B.B. relating to the recovery of the amounts owed to B.B., shall be charged to the purchaser in default. The extra-legal costs amount to a minimum of 15% of the invoiced amount or the unpaid part thereof, unless the actual costs are higher.
4. If third parties have to be deployed in order to procure payment, the costs for these third parties shall be borne by the purchaser. If the purchaser and the seller disagree about part of the delivery, the purchaser is, in any event, obliged to pay, at the latest, on the due date, for the quantity that is not disputed by the purchaser and seller.
5. Irrespective of that already stated in the aforementioned in relation to the payment period, B.B. reserves the right, at all times, to demand cash payment upon delivery of the seed, or to stipulate that the purchaser provides a guarantee for payment of a part of the purchase price to be determined by B.B. beforehand, before expediting the delivery.

8. Delivery and transport

1. Unless expressly otherwise agreed in writing, delivery of the seed ordered by the purchaser takes place from the warehouse of B.B..
2. Unless expressly otherwise agreed in writing, the purchaser must pay for, and accepts full responsibility for, the transportation of the seed ordered by him, as well as for the insurance for the transport risk. If the purchaser opts for transportation/dispatch via a third party, the purchaser is obliged to insure the consignment from the moment that the consignment leaves the warehouse of B.B., including the loading of the consignment.
3. The purchaser is, at all times, upon the delivery of the seed, obliged to check that the correct quantity of seed has been delivered, and to check the external condition of the consignment. If the seed is damaged during transport or if only part of the agreed quantity is delivered, the purchaser is obliged, immediately after delivery and in the presence of the haulier, to annotate the bill of lading and the bill of receipt (the transport documents) with the text "not correctly delivered" and to also state all details. The acceptance of the seed by the purchaser, without stating any objection in the manner outlined above, confirms the assumption, unless the purchaser is able to provide proof to the contrary, that the seed has been delivered in good condition and in accordance with the transport documents.
4. If, as expressly agreed, B.B. takes care of the transportation of the seed, every claim relating to the non-delivery, partial delivery and/or damaged delivery of the consignment must be submitted in writing to B.B. within 14 days of the date of delivery or the agreed date of delivery. B.B. is, in any

event, not liable for damage or loss arising during the transportation, if the purchaser does not comply with the obligations stated in paragraph 3.

9. Complaints

1. Complaints relating to the delivered seed must always be submitted to B.B. in writing and must also include precise details of the nature and grounds for the complaint.
2. Complaints about incorrect delivery (other than that stated in article 8), packing, or weight loss, must be submitted within 10 days of delivery. Complaints about the germination capacity and/or purity of the supplied seed must be submitted within one month of delivery.
3. Complaints about the crop authenticity of the supplied seed must be submitted within a reasonable time period that still enables the crop in the field to be assessed by or on behalf of B.B.
4. In the event of a dispute about the germination capacity, purity or crop authenticity, only an official institute that is qualified to conduct such an examination can re-examine the seed. A sample from the consignment in question shall, if possible, be removed from the field by the relevant research institute or by another independent party. The costs for this examination shall be borne by the party that is found to be at fault.
5. Defects that could not have been reasonably detected within the aforementioned periods, must immediately be notified to B.B., at the latest within 14 days of the purchaser detecting, or in all fairness, having the opportunity to detect the defect.
6. The expiry of the aforementioned periods, without receiving a complaint or notification as outlined above, confirms the assumption, unless the purchaser is able to provide proof to the contrary, that the purchaser has approved and accepted the supplied goods. In that event, B.B. is no longer obliged to process any complaint.
7. Complaints shall, in any event, not be processed if the purchaser has repacked the seed in packaging other than the packaging supplied by B.B..

10. Returned goods

Returned goods shall only be accepted after prior consultation with B.B.. Acceptance of returned goods by or on behalf of B.B., does not constitute any acknowledgement of the supplied goods being defective in any way, or any acknowledgement for liability.

Seed that has been returned without a valid reason, remains at the disposal and risk of the purchaser; in that event, any transportation and storage costs shall be charged to the purchaser.

11. Examination of quality

Seed of which the germination capacity, purity or crop authenticity is disputed, can only be examined by an official research institute that is qualified to conduct this work. A sample from the consignment in question shall, if possible, be removed from the field by the relevant research institute or by another independent party.

12. Ownership and retention of ownership

1. B.B. retains ownership of the seed to be supplied until the purchaser has fulfilled all of his obligations to B.B. arising from this agreement or similar agreements.

2. If payment for the supplied seed is not made on time, B.B. is entitled to recover (or to instruct a third party to recover) the delivered seed from the purchaser. The purchaser must ensure that B.B. is able to this. Any reasonable costs incurred by B.B. for recovering the products shall be charged to the purchaser.

3. The purchaser is obliged to store the seed supplied by B.B. in such a manner that this seed can at all times be clearly distinguished as being delivered by B.B. until the purchaser has fulfilled his payment obligations.

4. Trade names and/or trade numbers as well as experimental code numbers remain the property of B.B., and must only be used in connection with the seed supplied under these trade names and/or trade numbers or experimental code numbers.

5. Trade names and/or trade numbers as well as experimental code numbers of B.B. may not in any way be associated with names other than that of B.B. or its associated companies. With regard to seed from Original B.B. crops (i.e. crops that are protected by a breeder's right or crops that are officially registered as originating from B.B.), the purchaser is only permitted to use such seed in the country of establishment of the natural person or legal person that ordered the seed. Reselling and/or exporting seed from the Original B.B. crops by the purchaser may only take place with permission from the seller.

13. Selling restrictions

1. All seed are offered and sold on the condition that they are only sown for the cultivation of horticultural crops or agricultural crops for the consumer. Purchaser shall not use seed for reproduction or for multiplication without the express written permission of B.B.. The purchaser is obliged to also fully impose this restriction in the event of reselling to third parties.

2. In the event of infringement of the obligations stated in articles 12 and 13.1, the purchaser must pay B.B. a fine of one hundred thousand Euro (€ 100,000.=), supplemented by the profit realised by the purchaser as a result of the infringement, with this being applicable infringement, without prejudice to the other rights reserved by B.B. including, but not limited to, the right to claim (additional) compensation.

14. Packaging

1. B.B. supplies the ordered seed in a standard package, as chosen by the purchaser. Unless otherwise agreed, the packaging costs shall be charged to the purchaser. Special instructions for the packaging shall, if possible, be implemented at the expense of and at the risk of the purchaser. In this respect, the purchaser shall indemnify B.B. for any claims from third parties irrespective of the grounds for these claims.

2. Packaging materials cannot be returned.

15. Treatment of seed

Unless the purchaser, when placing his order, has given instructions to the contrary, B.B. is entitled to supply seed that have been chemically treated with disinfectants or other agents for protecting the seed. Unless the purchaser specifies a special chemical treatment, B.B. is entitled to treat the seed according to its best judgement. A special chemical treatment specified by the purchaser shall, if possible, be implemented at the expense of and at the risk of the purchaser. In this respect, the

purchaser shall indemnify B.B. for any claims from third parties irrespective of the grounds for these claims.

16. Termination

If the purchaser fails to comply, in a timely manner, with any obligation applicable to him by virtue of the agreement with B.B., B.B. reserves the right to suspend all of its obligations towards the purchaser, or terminate the agreement with the purchaser in part or in full, whilst retaining all of its allotted rights. B.B. is also entitled to terminate the agreement with the purchaser in part or in full by means of a written declaration in the event of (a request for) declaration of bankruptcy by the purchaser, as well as in the event of an application for suspension of payment on the part of the purchaser, or a decision to dissolve (the legal person who runs the company of) the purchaser.

17. Liability

1. B.B. does not accept any liability whatsoever for defects in the supplied seed attributable to the purchaser, the haulier, the shipping agent or third parties. Likewise, B.B. does not accept any liability whatsoever for seed supplied by B.B. that has been repackaged after delivery to the purchaser.
2. In other cases, B.B. is only liable for loss incurred by the purchaser, if the purchaser proves that the damage is attributable to B.B., its fellow workers, employees or representatives. The extent of the liability of B.B. for the loss incurred by the purchaser is, in all of these cases, limited to the net purchase price stated on the invoice. Under no circumstances, is B.B. liable for any form of indirect loss, including trading loss and consequential loss, caused by the supplied seed.
3. B.B. may not invoke any stipulation for limiting or excluding liability on the grounds of these conditions, if B.B. has intentionally or recklessly caused the loss incurred by the purchaser.

18. Advice and information

All advice and information supplied by B.B. or by persons whose services B.B. uses, concerning the quality, characteristics, composition and treatment of the seed in the broadest sense, are completely without obligation, and shall never constitute any kind of liability on the part of B.B..

19. Choice of law and forum

1. Dutch law is applicable to agreements between B.B. and its buyers, with the exception of the 'United Nations Convention on Contracts for the International Sale of Goods', from the CISG.
2. In the event of disputes, the parties shall endeavour to find a solution in mutual consultation. If this does not achieve the desired result, the dispute shall be settled by arbitration in accordance with the ISF conditions.
3. In the event of the purchaser remaining in default with the payment of a claim without having submitted any complaint about the delivered goods, in accordance with that stated in articles 8 and 9, B.B. is (as a deviation from that stated in paragraph 2) entitled to claim enforcement via the competent Dutch court of law.

20. Final provision

Nullity or voidability of any provision of these terms and conditions of sale shall not affect the validity of the other provisions. If strict compliance with one or more provisions of these terms and conditions

of sale is not always demanded, this in no way relinquishes B.B. of it right to demand strict compliance in any other case.