

ANNEX A: General Terms and Conditions of Sale of Gebroeders Bakker Zaadteelt en Zaadhandel B.V. (Hereinafter referred to as "GBZZ")

1. General

Descriptions and illustrations in catalogues and brochures as well as tenders issued by GBZZ in any form whatsoever shall serve exclusively to provide the buyer with general information and shall not constitute an offer made by GBZZ. An order placed shall be considered an irrevocable offer made by the buyer. GBZZ shall be obligated to return its order confirmation within 21 days after receipt of the order, and shall be under no obligation prior to dispatch of its order confirmation.

2. Applicability

1. Our terms and conditions of sale shall apply to all verbal and written tenders and all agreements of and deliveries by GBZZ and/or any companies affiliated to GBZZ, and shall prevail over any general terms and conditions of the buyer, save as expressly otherwise agreed in writing. The ISF terms and conditions shall also apply insofar as not deviated from in our terms and conditions of sale or by written agreement.
2. The agreed deviations from our terms and conditions of sale shall only apply to the cases stipulated in said agreement, unless the deviations are reconfirmed in writing in a subsequent agreement.

3. Availability and quality

1. If the seeds or details on germination, purity and other properties of the seeds are not yet available at the time of sale, the agreement shall be entered into on condition and insofar as there is a normal yield and a safe arrival thereof during the agreed harvest year.
2. In the event of crop failure, poor harvest or a harvest of seeds with insufficient germination, purity or with an unacceptable outward appearance, GBZZ shall be entitled to deliver only part of the quantity ordered by the buyer. In the event that orders have been made by more than one buyer for the same seeds, GBZZ shall be entitled in the aforementioned cases to distribute the yield among the buyers proportionately.
3. Should any of the situations referred to in paragraph 2 occur, GBZZ shall not be obligated on any ground whatsoever to deliver seeds not grown by GBZZ itself.

4. Delivery time

Delivery of seeds ordered shall depend on the time the harvest is brought in and its safe arrival. GBZZ shall therefore always state approximate delivery times, which shall not be binding. Exceeding the delivery time shall not render GBZZ in default as designated in Section 6:83 of the Dutch Civil Code. The term of delivery shall commence the moment the order confirmation is dispatched and the buyer has provided GBZZ with all information that GBZZ deems necessary.

5. Conditions for orders and deliveries

1. Orders from buyers are to state the exact requirements and conditions set by the relevant authorities in their country for the product to be delivered, including details concerning:
 - invoicing
 - phytosanitary requirements
 - international certificates
 - other import documents or statementsThe buyer shall be obligated to indemnify GBZZ entirely from any liability if the buyer does not, not correctly or not fully state the aforementioned requirements and conditions.
2. Save as otherwise agreed, GBZZ shall be responsible for transport to the agreed place of delivery, insurance of the products ordered, fees charged for statements, as well as storage and processing of the consignments. It shall charge the buyer for these services on a cost-price basis.
3. The buyer shall be fully liable vis-a-vis his customers for all warranties, guarantees and conditions, express or tacit, subject to which he resells the seed.

6. Conditions of payment

1. Payment of the sales price of seed, transport costs, insurance premiums, fees charged for statements, storage and processing and other costs charged is to be made in accordance with the conditions specified in the invoice.
2. Save as otherwise agreed in writing, our invoices are to be paid within 30 days from the invoice date (the "due date"), without any discount or set-off, in legal Dutch tender. If payment has not been made before or on the due date, the buyer shall owe the statutory interest, calculated according to the rates applicable in the Netherlands, on the invoice amount from the day following the due date up to the date of complete settlement. At the end of each month, commencing on the due date, the amount in respect of which the statutory interest is charged shall be increased by the interest due for that month.
3. All costs - including costs of legal assistance - incurred by GBZZ in relation to collection of amounts payable to it shall be charged to the defaulting buyer. Extrajudicial expenses shall total a minimum of 15% of the invoice amount or the unpaid portion thereof, unless the actual costs should be higher.

4. Should receipt of payment require the hiring of third parties, the costs ensuing therefrom shall be borne by the buyer. If the buyer and the seller should disagree on a portion of the delivery, the buyer shall in any event be obligated to pay, no later than on the due date, the price for the portion in respect of which the buyer and the seller do not disagree.
5. Irrespective of the aforementioned provisions regarding the term of payment, GBZZ shall at any time be entitled to require payment or to require that, prior to delivery, the buyer provide security for payment or that he pay in advance a portion of the purchase price to be determined by GBZZ

7. Delivery, transport and storage

1. Save as otherwise agreed in writing, the seeds ordered by the buyer shall be delivered FCA GBZZ's warehouse.
2. Save as otherwise agreed in writing, the buyer shall be responsible for the transport of articles ordered by him, as well as for insurance of the transport risk. In that event, the buyer shall be obligated to insure the consignment as of the moment the seed leaves GBZZ's warehouse, loading of the consignment included.
3. Upon each delivery, the buyer shall be obligated to inspect the correctness and outward appearance of the quantity of seed supplied. If the seed should be damaged during transport or if only a portion of the agreed quantity is delivered, the buyer shall be obligated to provide the delivery note and the note of receipt (the "transport documents") with the statement "not correctly delivered", stating all particulars, immediately after delivery and in the presence of the transporter. Acceptance of the seed by the buyer without any protest as referred to in this paragraph shall, without proof to the contrary, constitute legitimate grounds to presume that the seed has been delivered in good condition and in accordance with the transport documents.
4. If GBZZ is responsible for transport of the seed, any claim in respect of non-delivery, partial delivery or delivery of a consignment of damaged seed shall be submitted in writing to GBZZ within 5 days after the delivery date or the agreed delivery date. GBZZ shall in no event be liable for any damage or loss arisen during transport if the buyer should fail to fulfil the aforesaid obligations.
5. All seed must be shipped and stored cool and dry.

8. Complaints

1. Complaints in respect of the seed delivered must always be submitted in writing to GBZZ, precisely stating the nature of and ground for the complaint.
2. Complaints about faulty delivery (other than referred to in Article 7), packaging or loss of weight must be submitted within 10 days after delivery. Complaints about the germination and/or physical purity of the goods delivered must be submitted within one month after delivery. Complaints about the genetic purity of the variety delivered must be submitted at a time when the crop can still be inspected in the field with a maximum of one year after delivery.
3. In the event of a dispute about the germination, physical purity or genetic purity of the variety, only an official institute qualified to conduct such studies shall re-examine the seed. If possible, a sample of the consignment in question shall be taken by the particular research institute or another independent party.
4. Defects which, in all fairness, could not have been detected within the aforementioned periods must be brought to the attention of GBZZ immediately after the buyer has or, in all fairness, should have, discovered the defect.
5. Expiry of the aforementioned periods without any protest as referred to hereinbefore shall, without proof to the contrary, constitute legitimate grounds to presume that the buyer has approved the goods delivered. GBZZ shall not be obligated in that event to take any complaint into consideration. Complaints shall in no event be handled if the buyer has repackaged the seeds in a container other than the original container supplied by GBZZ.
6. The right to complain on germination expires when the buyer consciously shipped and / or stored the seed not conditioned.

9. Return consignments

Return consignments shall be accepted only after prior consultation with GBZZ's acceptance of return consignments by or on behalf of GBZZ shall constitute neither recognition of the defects of the goods delivered nor recognition of liability. Wrongly returned seeds shall remain at the disposal and risk of the buyer; any transport and storage costs shall be borne by the buyer.

10. Quality inspection

Seed of which the germination, physical purity or genetic purity is disputed may be examined only by an official research institute qualified thereto. A sample of the consignment in question shall, if possible, be taken by the research institute concerned or by another independent party.

11. Title and reservation of title

1. GBZZ shall reserve the title to the seeds to be delivered until the buyer has paid GBZZ everything he owes GBZZ under the agreement concerned or similar agreements. In default of prompt payment of the seed delivered, GBZZ shall be entitled to re-collect the seed from the buyer, who shall enable GBZZ to do this. The buyer shall be obligated to store the seed delivered by GBZZ in such a manner that the seed can at any time be identified as having been supplied by GBZZ
2. Trade names and/or trade numbers as well as experimental code numbers shall remain the property of GBZZ and may be used only in connection with seeds delivered under these trade names and/or trade numbers or experimental code numbers.

Trade names and/or trade numbers and experimental code numbers of GBZZ may in no manner whatsoever be associated with names other than those of GBZZ or companies affiliated to GBZZ. In respect of seeds of original GBZZ varieties (i.e. varieties protected by a grower's right or varieties officially registered as GBZZ products), the buyer shall only be permitted to use said seeds in the country in which the natural or legal entity ordering the seeds is established. Original GBZZ variety seeds may only be exported by the buyer with the permission of the seller.

12. Restrictions on sale

1. All seeds shall be offered and sold on condition that the same shall be sown only for the growth of horticultural or agricultural crops for the consumer market. The buyer shall not use this seed for its reproduction or multiplication without the express written permission of GBZZ.
2. In the event of infraction of any of the obligations referred in Articles 11 and 12.1., the buyer shall owe GBZZ a fine of one hundred thousand euro (EUR 100,000) for each infraction, increased by the capital gain made by the buyer as a result of the infraction, without prejudice to any of GBZZ's other rights.

13. Packaging

GBZZ shall deliver the seeds in a standard type of packaging, as chosen by the buyer. Save as otherwise agreed, the packaging costs shall be charged to the buyer. If possible, special packaging instructions shall be carried out at the buyer's risk and expense. Packaging materials cannot be returned.

14. Seed treatment

Unless the buyer has issued instructions to the contrary in placing his order, GBZZ shall be entitled to supply seeds that have been chemically treated with disinfectants and other agents for the purpose of protecting the seeds. Unless the buyer requests special chemical treatment, GBZZ shall be entitled to treat the seeds as it deems fit.

15. Termination

If the buyer should fail to strictly fulfil any of his obligations ensuing from the agreement with GBZZ, GBZZ shall be entitled to postpone fulfilment of its obligations to the buyer or to cancel the agreement with the buyer in whole or in part, reserving all its other rights. GBZZ shall also be entitled to cancel the agreement with the buyer in whole or in part by means of a written statement in the event of a bankruptcy petition filed by or against the buyer, as well as in the event of an application for a moratorium by the buyer or a decision to wind up (the legal entity operating) the business of the buyer.

16. Liability

1. GBZZ shall accept no liability whatsoever for any defects in the delivered seeds caused by or through the fault of the buyer, the transporter or forwarder or third parties responsible therefor. Nor shall GBZZ accept any liability in relation to seeds delivered by itself that are repacked after delivery to the buyer.
2. In all other cases, GBZZ shall only be liable for damage incurred by the buyer if the buyer proves that the damage is imputable to GBZZ, its staff, employees or representatives. The scope of GBZZ's liability for damage incurred by the buyer shall in all these cases be limited to the net amount of the purchase price stated in the invoice. In no event shall GBZZ be liable for any form of indirect damage, including loss of profits and consequential damage, caused by the seeds delivered.
3. GBZZ shall not be permitted to refer to any stipulation whatsoever in order to limit or preclude liability on the basis of the present terms and conditions, if it has caused the damage incurred by the buyer deliberately or with conscious lack of care.

17. Advice and information

All advice and information in the broadest sense concerning the quality, properties, composition and treatment of the seeds, provided by GBZZ or persons whose services are used by GBZZ, shall be free of obligations and never lead to liability of GBZZ on any ground whatsoever.

18. Applicable law and choice of Forum

1. All agreements between GBZZ and its buyers shall be governed by Dutch law, to the exclusion of the 1980 United Nations Treaty on international purchase agreements concerning movable property (CISG) and the Uniform Act on the purchase of movable physical property (LUVI) and the Uniform Act on the inception of international purchase agreements concerning movable physical property (LUF).
2. In the event of disputes, parties shall aim at a solution by mutual consultation. Should this fail to produce the desired result, the dispute shall be settled by arbitration in accordance with the ISF rules.
3. In the event that the buyer remains in default on paying a claim without having submitted any complaint about the goods delivered as provided in Articles 7 and 8, GBZZ shall - in contravention of paragraph 2 - be entitled to submit a claim for fulfilment to the competent court in accordance with Dutch law.

19. Final provision

Nullity of any of the provisions of the present terms and conditions of sale shall not affect the validity of the remaining terms and conditions. Absence of the obligation to strictly fulfil one or more provisions of the present terms and conditions of sale does not imply that GBZZ renounces the right to require strict fulfilment in any other case.