

General Terms and Conditions of Sale and Delivery of Hazera Seeds UK Ltd., of the United Kingdom.

Drawn up by Hazera Seeds UK Ltd., J.N.R.C. Rothwell, Market Rasen, Lincs, LN7 6DT, UK

Article 1. Application of These General Terms and Conditions

1. These general terms and conditions shall apply to and are hereby incorporated into Order Confirmations, Agreements and Offers from Hazera Seeds UK Ltd., hereinafter to be called "Hazera", to the Buyer, relating to Products unless expressly provided otherwise in writing.
2. The application of any terms and conditions of the Buyer is expressly rejected and explicitly excluded from these general terms and conditions, as well as any terms which are implied by trade, custom, practice or course of dealing.

Article 2. Definitions

1. "Buyer" shall mean the natural person or legal entity entering into a contract of sale with Hazera for the purchase of Products.
2. "Hazera" shall mean Hazera Seeds UK Ltd., a private company limited by shares incorporated and registered in England and Wales with company number 3189023, whose registered office is at Joseph Nickerson Research Centre, Rothwell, Market Rasen, Lincolnshire, LN7 6DT.
3. "Hazera" and "Buyer" are hereinafter together referred to as the "Parties" and individually as a "Party".
4. "Incoterms" shall mean the Incoterms published by the International Chamber of Commerce in Paris (ICC) and most recently published in use.
5. "Intellectual Property Rights" shall mean all current and future registered and unregistered intellectual property rights, including but not limited to plant breeder's rights, utility patent rights, patent rights, design rights, copyrights, trade secrets, trademarks and service marks and/or any other rights, throughout the world.
6. "Naktuinbouw" shall mean the Netherlands Inspection Service for Horticulture having its registered office at Sotaweg 22, Postbus 40, 2370 AA Roelofarendsveen, The Netherlands.
7. "Order Confirmation" shall mean the written confirmation of acceptance by Hazera of the Purchase Order, by means of letter, fax, email or packing note.
8. "Offer" shall mean particular terms applicable to a specific sale proposed by Hazera to the Buyer.
9. "Plant Material" shall mean all plants, parts of plants and crops, produced or cultivated out of the Products, and destined for human (and animal) consumption.
10. "Products" shall mean seeds and/or planting material and/ or services delivered by Hazera to the Buyer.
11. "Processing" shall mean the treatment of the Product including but not limited to the treatment for the improvement of the sowability, germination, plant quality and the prevention of pest and/or diseases and/or diseases.
12. "Price List" shall mean an overview of the selling prices of Products that Hazera publishes and/or distributes from time to time.
13. "Purchase Order" shall mean an instruction for the purchase of Products placed by Buyer.
14. "Resistance Terminology" shall mean the information and terminology provided in Article 12.
15. "Product Specifications" shall mean the so called information published on the Hazera websites, pages and pricelists.

Article 3. Offers and Acceptance

1. All Offers made by Hazera are without engagement and can be withdrawn at any time.

The prices specified in an offer are exclusive of VAT.

2. Offers can only be accepted by the Buyer in writing; Hazera nevertheless reserves the right to treat a verbal acceptance as if it were given in writing.
3. If the Buyer accepts an Offer, Hazera nevertheless reserves the right to withdraw the offer within 3 working days after receipt of acceptance (either verbally or in writing), in which case no agreement is concluded between the parties.
4. Verbal Offers automatically expire if the Buyer does not accept them in writing within 3 days, if not specifically indicated differently.
5. Written Offers automatically expire if not accepted by the Buyer in writing within 30 days, if not specifically indicated differently.
6. An Offer to the Buyer or a purchase agreement between Hazera and the Buyer does not imply, and may not in any way be interpreted as a silent licence (agreement) to the Buyer with regard to any Intellectual Property Rights attaching to the offered or sold Products.
7. Hazera shall use its reasonable endeavours to perform according to the Purchase Order. Nevertheless, Hazera shall be entitled to deviate from the Purchase Order placed by the Buyer with respect to size, packaging, quantity or weight without breaching such reasonable endeavours obligations.
8. When placing a Purchase Order, the Buyer shall report which information, specifications and documents are required under the rules and regulations of the country of delivery. The Buyer shall be responsible for informing Hazera of any formalities that must be complied with to enable import. The Buyer shall also provide Hazera with information on any required certificates, phytosanitary matters, import documents or invoices.
9. Hazera is not liable for delays or non-handling of a Purchase Order resulting from or in connection with the Buyer's failure to comply with any of its obligations under Article 3. The Buyer shall be liable for any loss or damage directly or indirectly incurred by Hazera resulting from or in connection with such failure.

Article 4. Crop and Processing Reservation

1. All deliveries are subject to the customary crop and processing reservation. If Hazera invokes the crop and processing reservation, Hazera is not obliged to supply. Hazera will, if possible, attempt to deliver part of the quantity ordered and/or the nearest alternative.
2. The Buyer is not entitled to compensation if Hazera invokes this reservation.

Article 5. Ordering and Delivery

1. If the quantity ordered in any order differs from the standard quantity applied by Hazera or a multiple thereof, Hazera will deliver the next highest quantity.
2. Hazera reserves the right to charge an additional fee on orders with a value of less than £200.
3. Hazera will use its reasonable endeavours to fulfill its delivery obligations.
4. Hazera's delivery obligations are fulfilled if the delivery is made with a minor difference in size, packaging, number or weight from the Products ordered.
5. Hazera is permitted to make part shipments of the Products sold. If the Products are delivered in part shipments, Hazera has the right to invoice each shipment separately.
6. Carriage takes place ex works (EXW) of Hazera in accordance with the Incoterms. Hazera undertakes to deliver within a reasonable period, in accordance with the sowing season or planting

season, following the conclusion of the purchase agreement.

7. An agreed delivery period will not be binding. In the event of late delivery, the Buyer must give Hazera notice of default in writing and grant a reasonable period in which Hazera may fulfil the agreement.

Article 6. Retention of Title

1. The Products delivered by Hazera and/or the Products derived from the Products delivered will remain the property of Hazera until the Buyer has paid the full purchase price. This retention of title also applies to any claims that Hazera may acquire against the Buyer due to the Buyer's failure to fulfil one of its obligations towards Hazera.
2. Products delivered by Hazera 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 retention of title from its own buyers, and Article 16 of these general terms and conditions will continue to apply.
3. The Products delivered by Hazera, which are subject to retention of title pursuant to Paragraph 1, will at all times be stored and/or used in such a way that the quality will remain guaranteed and that the Products can easily be identified.
4. The Buyer is not permitted to pledge or otherwise encumber the Products. In the event that the laws of the country where the Products are delivered provide for farther-reaching possibilities to reserve title other than those contained in this Article, such possibilities shall be deemed to have been agreed by the Parties because the Buyer will be aware from these General Terms and Conditions of Sale that Hazera reservation of title in the Products and/or Plant Material is a condition precedent to entering into an agreement with the Buyer.

Article 7. Prices and Payment

1. All prices stated by Hazera in its pricelist and/or in an Offer are in Pounds Sterling, exclusive of additional charge and costs, including but not limited to handling fees, transport and insurance costs, (quality) certificate costs, value added tax and charges for which Hazera reserves its rights to invoice Buyer when applicable).
2. All stated prices in the Price List are subject to adjustment by Hazera. Hazera reserves the right to unilaterally change the prices. Any new prices will take effect upon communication to the Buyer by Hazera and will substitute earlier listed and/or offered pricing.
3. For distinctive vegetable seed varieties, sold and purchased under specific conditions, an additional price - per square meter or any other quantitative unit - can be charged and included in the agreement. This additional price will be valid for one single commercial production or cultivation of Plant Material, unless otherwise agreed upon between the Parties.
4. Hazera must receive payment within 30 days of the invoice date, unless stated and agreed differently. At the end of that period, the Buyer will be in default, in which case the Buyer will owe interest at a rate of 4 (four) % per annum above the base rate of the Bank of England for the time being on the outstanding amount as from the date of default. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
5. If the Buyer is liquidated, declared bankrupt or granted a suspension of payment, the Buyer's payment obligations will fall due immediately and Hazera will be entitled to suspend the further performance of the agreement or to terminate the

agreement, all of this without prejudice to Hazera's right to claim compensation.

6. 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 4 of this Article 7 apply accordingly.

7. Without the prior written permission of Hazera, the Buyer has under no circumstances the right to postpone payments or to set these off against invoice amounts to be paid by Hazera, irrespective of whether the Buyer sets off its claims due to assumed defects in the shipment or for any other reason.

8. The Buyer shall be automatically in default without any notice being required in the event of any overdue installment and the remaining installments shall become immediately due.

9. Hazera reserves the right to suspend performance under any agreement with the Buyer, including but not limited to withholding all deliveries, until such time as all and any outstanding payments owed by the Buyer to Hazera under any agreement have been made.

Article 8. Suspension and Security

1. If the Buyer fails to fulfil one or more of its obligations or to do so correctly and/or in time:

□ Hazera's obligations will automatically and immediately be suspended until the Buyer has fulfilled all its obligations (in case of a payment obligation, including payment of any extrajudicial costs);

□ Hazera may demand full payment and/or sufficient security from the Buyer, for instance in the form of a bank guarantee to be issued by a reputable banking institution, with regard to the performance by the Buyer.

2. Hazera is entitled to demand full payment and/or sufficient security for payment by the Buyer before performing, if Hazera reasonably considers that the Buyer will not (or cannot) fulfil its obligations correctly and/or in time.

Article 9. Collection Costs

If the Buyer is in default or fails to perform one or more of its payment obligations, all the collection costs both in and out of court will be for the Buyer's account.

Article 10. Use and Guarantee

1. Hazera will use its reasonable endeavours to ensure the product delivered will comply with the relevant product specifications. However, the product specifications will not apply as a guarantee. Hazera furthermore does not guarantee that the product will comply with any purposes notified to them by the Buyer.

2. All information on quality provided by Hazera will be based exclusively on reproducible tests. The supplied quality information merely indicates the result as achieved by Hazera at the time when the test was performed, subject to the conditions under which such test was performed. No direct relationship may be assumed between the information provided and the results achieved by the Buyer. The results achieved by the Buyer depend, among other factors, on the location, climatic conditions and cultural practices.

3. Any and all of Hazera's reasonable endeavours obligations will lapse if the Buyer processes the Products or has them processed, repackages the Products or has them repackaged, or uses the Products incorrectly.

Article 11. Defects and Complaint Terms

1. The Buyer must inspect the Products purchased upon delivery, or as soon as possible after delivery.

In doing so the Buyer must check whether the Products delivered comply with the agreement, i.e.:

□ whether the correct Products have been delivered;
□ whether the quantity of the delivered Products corresponds with the agreement;

□ whether the delivered Products 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 defects or deficiencies are established, the Buyer must inform Hazera accordingly in writing within 3 working days after delivery, specifying the lot number, packing list and/or invoice details as well as any supporting evidence (photos, expert statements etc.).

3. The Buyer must report any non-visible defects to Hazera in writing within 3 working days after delivery, specifying the lot number, packing list and/or invoice details.

4. Complaints must be described in such a manner that Hazera or a third Party can verify them. For that purpose the Buyer must also keep records with regard to the use of the Products and, in the event of resale of the Products, 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 continuing dispute between the parties regarding the germination, trueness to type, varietal purity, technical purity and health, an inspection will be performed, at the request of either Party, by Naktuinbouw (Netherlands Inspection Service for Horticulture), whose registered office is in Roelofarendsveen, the Netherlands. The costs of such inspection shall be borne by the Party to be found most at fault. This request must be submitted within 6 months after the first written report of the problem to the other Party. The inspection will be carried out on the basis of a sample taken and retained by Hazera prior to sale. The result of this inspection will be binding for both parties, without prejudice to the parties' right to submit disputes on the consequences of this result to the institutes referred to in Article 21.

Article 12. Provision of Information

1. Information provided by Hazera in any form whatsoever is provided without any warranties as to its accuracy. Descriptions, recommendations and illustrations in promotional publications such as websites, catalogues and brochures are based as closely as possible on experiences in tests and in practice and are intended for general information purposes only and not as an indication and/or guarantee of quality or fitness for purpose. Hazera in no event accepts any liability, on the basis of, the Buyer's use of such information if different results are obtained in the cultivated product. The Buyer must determine whether the Products are suitable for the intended horticultural crop and/or can be used under local conditions.

2. In the information provided by Hazera, the following meaning is given to the terms below:

□ 'Susceptibility': the inability of a plant variety to restrict the growth and development of a specified pest and/or disease.

□ 'Resistance': the ability of a plant variety to restrict the growth and development of a specified pest and/or disease the damage they cause when compared to susceptible plant varieties under similar environmental conditions and pest and/or disease and/or disease pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pest and/or disease and/or disease pressure.

Two levels of resistance are defined:

i. high resistance (HR): plant varieties that highly restrict the growth and development of the specified pest and/or disease under normal pest and/or disease and/or disease pressure when compared to

susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pest and/or disease and/or disease pressure.

ii. intermediate resistance (IR): plant varieties that restrict the growth and development of the specified pest and/or disease, but may exhibit a greater range of symptoms or damage compared to high resistant varieties. Intermediate resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest and/or disease pressure.

It is to be noted that if a resistance is claimed in a plant variety it is limited to the specified biotypes, pathotypes, races or strains of the pest and/or disease. If no biotypes, pathotypes, races or strains are specified in the resistance claim for the variety, it is because no generally accepted classification of the cited pest and/or disease by biotype, pathotypes, race or strain exists. New biotypes, pathotypes, races or strains that may emerge are not covered by the original resistance claim.

□ 'Immunity': a plant variety is not subject to attack or infection by a specified pest and/or disease.

3. Hazera may at all times assume that the information and details provided by the Buyer to Hazera in the framework of the conclusion and performance of the agreement are correct and complete.

4. Resistances in varieties of our crops will be coded (see coding list at www.hazera.nl), unless indicated otherwise. In case a variety is resistant to more than one pathogen, the individual resistance codes will be separated by the symbol '/'. If in a resistance code of a certain variety reference is made to certain strains for which the resistance is claimed this means that no resistance is claimed to other strains of the same pathogen. If, in a resistance code, no reference is made to strains of the pathogen for which the resistance is claimed, resistance is claimed only to certain not further specified isolates and we hereby disclaim any (implied) warranty that the variety will not be infected by the said pathogen.

Article 13. Force Majeure

1. In the event of force majeure and without judicial intervention being required, Hazera shall be able to wholly or partially suspend execution of the agreement or, if the event of force majeure persists, to wholly or partially terminate it. In no event shall Hazera be liable or required to pay any compensation to the Buyer in relation to such suspension or termination.

2. Force majeure means any circumstances that could not be reasonably foreseen and/or influenced by Hazera and as a result of which delivery of all or any of these Products is not reasonably possible or cannot reasonably be required. Force majeure includes but is not limited to: extreme weather conditions, natural disasters, measures by or regulations of any government, war or civil riot, destruction of the production facilities or materials due to fire, epidemic, failure of public facilities or transport, strikes in companies other than Hazera's, unofficial or political strikes in Hazera's group of companies, complete or partial lack of raw materials and other goods and services required to deliver the agreed Products, unforeseen delays at suppliers or other third parties that Hazera depends on, and transport difficulties.

3. Force majeure also means any circumstance that gives reason to rely on the harvesting and processing reservations usual in the seed industry. Such circumstances entitle Hazera to deliver to the Buyer a pro rata volume of the order, without prejudice to any other rights of Hazera under this Article.

4. Hazera will inform the Buyer as soon as possible if it is unable to deliver or to deliver in time due to force majeure.
5. If the force majeure lasts longer than 2 months, both parties will be entitled to dissolve the agreement in writing.

ARTICLE 14. Use (Licence) of the Products and Product Information

1. Hazera grants the Buyer a non-exclusive, non-transferable and limited licence for the duration of the agreement to use the Products for the sole purpose of a single commercial production or cultivation and sale of Plant Material.
2. The Buyer must not use or cause or permit the use of the Products or Plant Material for any research, breeding, molecular or genetic analysis, crop, seed (re)production, propagation and/or multiplication or for any other purpose other than commercial production or cultivation of Plant Material in accordance with this Article.
3. The Buyer is –except with prior written consent and subject to any conditions imposed by Hazera– not permitted to supply any Product to any other person or entity for production or cultivation nor distribute, sell, transfer, sublicense, encumber, mortgage, pledge, offer as security any Product to and/or on behalf of any (legal) person or entity.
4. In the event that the Buyer who after receiving written consent from Hazera, sells and transfers Products to a third Party, the Buyer shall expressly impose the obligations of Article 11, paragraph 1, 2 and 3 on that third Party and provide in its agreement with such third Party that these clauses are also included for the benefit of Hazera, which may rely on them in legal proceedings under the Contracts (Rights of Third Parties) Act 1999 in case of violation thereof by the third Party.
5. The Buyer shall not employ subcontractors for the execution of any of its rights and obligations under these General Terms and Conditions of Sale without the prior written consent of Hazera. Such consent will normally be given by Hazera upon prior written request from Buyer for the cultivation of Plant Material by a third Party for the sole benefit of the Buyer, subject to any conditions that Hazera may require the Buyer to include in its agreement with such third Party.
6. All illustrations, catalogues, documents and statements provided by or on behalf of Hazera about quality, composition, weight, measurement, treatment in the broadest sense, applications and properties of the Products are based as closely as possible on Hazera's results and practical experience, however without giving any guarantee, representation or warranty regarding the Products' purpose or performance.
7. The Buyer acknowledges that any information provided by Hazera in relation to the quality (such as germination, mechanical or genetic purity, seed health) and performance of the Products applies only to the tests done by Hazera, to the specific seed sample used and to the specific conditions under which the tests were done. The Buyer agrees that the abovementioned information does not constitute an express or implied warranty about the quality and performance of the Products, or otherwise.
8. The Buyer acknowledges that the results obtained by the Buyer with the Products depend on such factors as the place of cultivation, the conditions prior to and during cultivation, including but not limited to storage of Products, the climate, the soil and crop protection methods used by the Buyer. The Buyer shall be solely responsible for determining the suitability and appropriateness of the use of the Products in the different conditions and/or for the different purposes.
9. Hazera provides product information to assist the Buyer and under no circumstances shall Hazera be

liable to the Buyer for results deviating from that information. Hazera shall not be held liable for the accuracies of any information provided in relation to Resistances as defined in Schedule 1, Resistances to diseases indicated per Product, nor the Product Specifications as published on the Hazera websites and pages.

10. Any and all warranties shall lapse and Hazera shall not be liable for any Product that has been repacked, treated, conditioned and/or manipulated in any way by the Buyer or by Hazera or by a third Party on the Buyer's request.

11. The Buyer acknowledges that Products delivered by Hazera are not fit for human or animal consumption.

Article 15. Liability

1. Hazera shall in no event be liable to the Buyer (or any third Party affected under the agreement) for any special, punitive, incidental or consequential damage, including but not limited to loss of profits, yield, goodwill, revenue, production, contracts or opportunity.
2. In any event and to the greatest extent permitted by law, Hazera liability shall be limited to the amount (excluding VAT) invoiced in respect of the subject Products, and shall, at Hazera's election, be limited to either replacement of the Products for no further fee or an amount equal to the price of the Products.
3. Any potential claim for liability or compensation shall expire in the event that no such claim has been brought forth within 12 months of the delivery of the Products.
3. The Buyer is required to limit as much as possible the damage with regard to the Products delivered about which a complaint is filed against Hazera.
4. Hazera does not accept any liability for damage caused by seed and/or planting material that has not been multiplied and/or reproduced by or on behalf of Hazera.
5. Hazera does not accept any liability for damages caused by incorrect use or ignorance of the safe use instructions.
6. The Buyer hereby explicitly understands and agrees to these limitations upon Hazera's liability.

Article 16. Indemnification

The Buyer shall indemnify, hold harmless and defend Hazera and its affiliates (current and former), directors and employees against any and all third Party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation reasonable legal and professional fees) incurred by Hazera arising out of or relating to the Buyer's violation or breach of any term of the agreement, use or misuse of the Products, and/or the fault, negligence or willful intent of the Buyer.

Article 17. Reproduction and/or Multiplication Reservation

1. The Buyer is not entitled to use the supplied Products and/or derived components and/or derived plant material for further multiplication and/or reproduction of parent material. Nor is the Buyer permitted, without the explicit permission of Hazera, with respect to the (multiplied) Products and/or components and/or derived plant material:
 - I) to treat and/or use these for multiplication,
 - II) to offer them for sale,
 - III) to sell them,
 - IV) to import or export them and/or
 - V) to keep them in stock for any of these or similar purposes.
 This includes all varieties essentially derived from a variety supplied by Hazera.
2. In the case of the resale of the supplied Products, the Buyer shall impose the above clause

on its own buyers, under penalty of a fine for each infringement. The amount of the fine will not be less than the quantifiable benefit obtained by the Buyer and the costs of legal action to enforce these provisions.

3. The Buyer shall grant the holder of plant breeders' rights, or a Party acting on its behalf, direct access to its business, including in particular the greenhouses, to enable Hazera to carry out (or have carried out) an inspection. Business in this sense also includes all activities performed by third parties on behalf of the growers. The Buyer shall at Hazera's request grant immediate access to all administrative records with regard to the relevant parent material. The Buyer shall also impose the aforesaid obligations on its own buyers.

Article 18. Intellectual Property Rights

1. The Buyer agrees and acknowledges that, subject to the licence provided under Article 14, paragraph 1, the exclusive right, title to and interest in all Intellectual Property Rights relating to the Products, Plant Material or any mutations, varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/or all its (phenotypical) characteristics, as well as in Hazera trademarks shall at all times be and remain absolutely vested in Hazera or in any of its affiliates.
2. If and to the extent that the Buyer under the applicable law could establish any Intellectual Property Right in the Products, Plant Material or any mutations, varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/or all its (phenotypical) characteristics, the Buyer agrees that the Buyer will not do so but rather transfer without undue delay such Intellectual Property Rights to Hazera, which accepts such transfer. The Buyer hereby authorizes Hazera to register and otherwise effect or complete such transfer under the applicable law and shall at Hazera's request assist in and carry out all actions deemed necessary by Hazera to register, effect and complete such transfer.
3. The Buyer agrees neither to use nor register any trademark, trade name, company name, domain name, symbols or variety designation which is identical or confusingly similar to the trademarks, trade name, company name, domain name, or symbols or variety designation owned by Hazera or any of its affiliate.
4. The Buyer may not use Hazera's trademarks, trade name and/or trade dress for any purpose unless otherwise approved in writing by Hazera.
5. In the event that the Buyer finds, observes or discovers a derived variety, including but not limited to any mutation in the production and cultivation of the Plant Material, the Buyer shall immediately notify Hazera thereof by registered letter.
6. At the written request of Hazera, the Buyer shall immediately provide Hazera with sufficient material from the derived variety (e.g. mutant), for testing purposes.
7. In the case of a derived variety (e.g. mutant) Buyer shall require the prior authorization of Hazera for the following acts in respect of constituents of the mutation or harvested material of the mutation:
 - (a) production or reproduction,
 - (b) conditioning for the purpose of propagation,
 - (c) offering for sale,
 - (d) selling or other marketing,
 - (e) importing to and/or exporting;
 - (f) stocking for any of the purposes mentioned above.
8. New mutations derived from the mutations shall also be regarded as a derived variety of the (protected) varieties of Hazera and paragraphs 5 to 7 of this Article 13 shall apply accordingly.
9. The Buyer agrees to allow and fully cooperate with any inspection by Hazera for the purpose to

verify any possible infringement of Hazera's rights or violation of the agreement. The Buyer shall allow Hazera or a person or company appointed by Hazera to have direct access to the Buyer's premises including, but not limited to, its greenhouses, administrative and farming activities. The term 'activities' shall be understood to include activities carried out by third parties on behalf of the Buyer.

10. Important Notice:: all Intellectual Property Rights reserved. Illegal reproduction and or exploitation is forbidden. Violation of these rights may constitute a serious offence that is prosecutable by Law. For further information see:www.AIB-seeds.com.

11. The Buyer shall fully cooperate with Hazera to defend its rights against infringement.

Article 19. No Genetically Modified Organisms (GMO)

Unless the Products are specifically indicated as GMO, the seeds of the varieties delivered to the Buyer were obtained without making use of techniques of genetic modification that lead to genetically modified organisms to which Directive 2001/18 of the European Parliament and the Council of the European Communities dated 12 March 2001 on the deliberate release into the environment of genetically modified organisms applies. Since it cannot be ruled out that approved GM plants are also cultivated by third parties in the seed production areas, it is not possible to prevent the accidental presence of GM materials completely and to guarantee that the seed lots delivered are free from any traces of GM plants.

Article 20. Conversion

1. If any provision of these general terms and conditions is invalidated, that provision will automatically (by operation of law) be replaced by a valid provision that corresponds as closely as possible to the purport of the invalidated provision. The parties must, if necessary, enter into reasonable consultations on the text of that new provision.

2. In that case the other provisions of these general terms and conditions will remain fully valid in so far as possible.

Article 21. Settlement of Disputes

1. In case of a dispute howsoever arising out of or in connection with the General Terms and Conditions of Sale and/or the agreement, the Parties shall, if the dispute cannot be resolved amicably, first refer the dispute to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

2. The place of mediation and of arbitration shall be London, United Kingdom.

3. Hazera shall however be entitled to summon the Buyer at any time to appear before the competent court in the district in which the Buyer has its registered office.

4. In the event that court proceedings arise that are ancillary to ICC Mediation and/or ICC Arbitration the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim or issue arising out of or in connection with the agreement or connected legal proceedings.

Article 22. Applicable Law and Other Applicable Conditions

Each Party irrevocably agrees that the Agreement, and any dispute or claim howsoever arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

The applicability of the Vienna Sales Convention is expressly excluded.

Article 23. Final Provisions

1. These General Terms and Conditions of Sale replace, exclude, and supersede earlier versions thereof and apply to all agreements concluded after the date on which they have been published on the Hazera website with the address www.hazera.uk.com

2. The Buyer shall not assign its rights and obligations under the agreement to third parties without Hazera's prior written consent.

3. The Buyer agrees that Hazera shall be permitted at all times to assign its rights and obligations under the agreement to third parties.

4. The agreement may only be amended by means of a written document signed by both Parties.