

## GENERAL TERMS AND CONDITIONS OF SALE

- **These General Terms and Conditions of Sale (“Terms”) prepared by Nunhems UK Limited (“Nunhems”), with offices at 4<sup>th</sup> & 5<sup>th</sup> Floors, 2 Stockport Exchange, Stockport, SK1 3GG, are effective from 1<sup>st</sup> August 2023 (“Effective Date”) and replace all previously published versions by Nunhems.**
- **These Terms include important terms and conditions that will apply to all Offers and Agreements. Therefore, Buyer should carefully read these provisions before accepting these Terms.**

### Definitions and Interpretations

**Agreement:** means an agreement for sale which is concluded between the Parties with due observance of Article 2 of these Terms and in which all commercial conditions between Parties are laid down.

**Article:** means an Article of these Terms.

**Brands:** means all the trademarks, logos, signs, and similar means of expression Nunhems uses on the packaging of the Products and all communication, displays and statements to distinguish itself and its products from third parties and which Brands are exclusive property of Nunhems or one of its relevant affiliates in Nunhems’ group of companies.

**Business Day:** means a day that is not a Saturday, Sunday or public holiday in the United Kingdom or, for deliveries of the Products, at the place of delivery. If Business Day is not explicitly mentioned, it should be understood as a natural or calendar day.

**Buyer:** means the person or entity who/which orders Products from Nunhems whether by phone, email, in person, through Nunhems’ online ordering system or otherwise.

**Confidential Information:** all information provided by Nunhems to Buyer, either orally or in writing which has been designated as confidential information or which should reasonably be regarded as confidential given the nature of the information and/or the circumstances in which the information has been provided.

**Offer:** means any offer made by Nunhems relating to the sale of the Products, based on which Nunhems shall sell the Products to Buyer.

**Order:** means a purchase order for Products.

**Parties:** means the parties to the Agreement jointly referred to.

**Products:** means the goods purchased or to be purchased by Buyer from Nunhems which are subject of the Agreement.

**Nunhems:** means Nunhems UK Limited

**Terms:** means these general terms and conditions of sale which are amended from time to time. Amendments to these Terms require the prior written approval of Nunhems.

**VAT:** the sales tax levied by the English government.

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

1. These Terms apply to all Offers, Orders and Agreements between Nunhems and Buyer, except as otherwise agreed in writing. The applicability of any terms and conditions of Buyer, including any terms and conditions printed on or referred to in Buyer’s offer to purchase or any Order, is thus expressly rejected, even if Buyer’s terms and conditions may have been (partly or fully) applied to previous transactions between Parties.
2. If there is any inconsistency between these Terms and another provision in the Offer or the Agreement, then the provision of the Agreement will prevail only to the extent of the inconsistency.

### Article 2. Offers and Orders

1. The Offers made by Nunhems are non binding. Up to three (3) Business Days after Buyer accepts an Offer t, Nunhems is entitled to withdraw this offer.
2. Written Offers automatically expire if not accepted by the Buyer in writing within thirty (30) days. Once an Offer is accepted and or confirmed by the Buyer, it may not be cancelled by the Buyer except with the written consent of Nunhems. If Buyer cancels the Order after an Agreement has been concluded between the Parties, and Nunhems provides its written consent, Buyer agrees to pay 10% of the invoice price as a cancellation fee to compensate Nunhems for its costs incurred in placing and cancelling the Order, including but not limited to, any packaging and restocking costs. This will be without prejudice to Nunhems’ right to demand compensation in full for the cancellation.
3. An Agreement between Nunhems and the Buyer is concluded by the confirmation of the Order or by acceptance of an Offer. In case the confirmation differs from the Order, such confirmation constitutes a new non-binding Offer of Nunhems. If there is no confirmation of the Order nor acceptance of an Offer, a signed contract within the Parties, including these Terms, shall also constitute an Agreement. No rights or obligations will therefore arise between the Parties until the confirmation of the Order has been sent or an Offer has been accepted or a contract has been signed by the Parties.
4. All Orders must be placed in the manner and form always required by Nunhems.
5. Nunhems may in its absolute discretion determine from time to time a “specified Order quantity”, being the minimum order value or quantity for each order of Products to be supplied to Buyer as notified by Nunhems.
6. If the quantity requested in any Order differs from the standard quantity applied by Nunhems or a multiple there, Nunhems is free to deliver the nearest higher quantity.
7. Nunhems reserves the right to refuse any Order placed directly with Nunhems of value less than 500 (five hundred) Euro.
8. An Offer made to the Buyer or an Agreement between Nunhems and the Buyer does not imply and may not be interpreted by any means as an implied license to

the Buyer with regard to any intellectual property on the Products offered or sold.

### Article 3. Prices and Payment

1. The price for the Products and which Products will be sold to Buyer are specified in the Agreement.
2. Unless the Agreement states otherwise, Nunhems reserves the right to change its prices periodically at any time, without prior notice. Each new price listing will invalidate the preceding one regarding all Orders placed after that new price listing. In the event of a price increase, Buyer is entitled to withdraw from the Agreement by giving notice to Nunhems within 14 days after notification of the price increase.
3. The prices specified in an Offer or Agreement are exclusive of VAT, or equivalent tax duty, unless otherwise specified.
4. Buyer must pay the VAT or any other tax duty, levy, tariff or charge in addition to and at the same time as payment of the price. Nunhems will provide Buyer with a tax invoice as required by law.
5. Payment must be received by Nunhems within thirty (30) days after the invoice date, unless otherwise agreed in the Agreement. If Buyer has not fulfilled his payment obligation after these thirty (30) days payment term, Buyer will automatically and without formal notice be in default. Buyer will then owe interest at a rate of one per cent (1%) per month or the statutory interest for overdue payment in Buyer's country, whichever is higher, on the outstanding amount as from the date of default. Any payment made by Buyer will be credited first against any interest that Buyer has incurred.
6. Notwithstanding Article 3.5 above, Nunhems reserves the right to require payment (or appropriate payment guarantees) prior to or upon delivery of the products to Buyer.
7. If payment in instalments has been agreed between Parties, 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 Article 3.5 apply accordingly.
8. If Buyer fails to fulfil one or more of its obligations under the Agreement and the Terms (including but not limited to delay of payment):
  - Nunhems' obligations will automatically and immediately be suspended until Buyer has paid all amounts due and payable by it, including payment of any out-of-court costs; and
  - Nunhems may demand full payment (upfront) and/or sufficient security from Buyer, for instance in the form of a bank guarantee to be issued by a reputable banking institution in Nunhems' country, regarding the performance by Buyer; and
  - Nunhems is entitled to terminate the Agreement with Buyer with immediate effect and without any obligation to compensate Buyer in any way.

9. Under no circumstances is Buyer authorized to delay any payments due or to deduct any amount from Nunhems' invoices due, without the prior written agreement of Nunhems.
10. Nunhems may at its discretion allocate a payment that does not specifically identify the invoice for which such payment is made in satisfaction for monies owing under any outstanding invoices without regard to the date of those invoices.
11. Buyer is not allowed to invoke suspension of payment and/or settlement of claims without the prior written approval of Nunhems.
12. If Nunhems has a claim against a company related to Buyer - e.g. a parent, daughter or sister company - and that company is in a state of bankruptcy or liquidation or has been granted suspension of payment, Nunhems may set off that claim against any claim that Buyer may have against Nunhems, even if Nunhems' claim may not have become payable at that time.
13. Nunhems reserves the right (without prejudice to its other rights and remedies) either to terminate the contract between the parties or to suspend further deliveries under it or require payment in advance or require return of Products delivered in the event that:
  - the Buyer fails to pay for any one delivery when the same becomes due; or
  - the Buyer's financial position becomes unsatisfactory to Nunhems; or
  - if notice of intention to appoint an administrator is given, or a winding up petition is presented to any court or documents are filed with any court for the appointment of an administrator or the Buyer is wound up, goes into liquidation or has an administrator, manager or receiver appointed or enters into any form of arrangement with or for the benefit of creditors or has a bankruptcy petition filed or bankruptcy order made against it or if any similar or analogous event occurs in any jurisdiction or if the Buyer is otherwise unable to pay its debts as they fall due.
14. If Buyer fails to perform one or more of its obligations under the Agreement and the Terms, all costs of obtaining payment in and out of court will be for Buyer's account, including the interest due in respect of these costs.

### Article 4. Harvesting and Processing Reservation

1. All deliveries are subject to the customary harvesting and processing reservation. If Nunhems invokes the harvesting or processing reservation, Nunhems is not obliged to supply, but will, if possible, try to supply pro rata to the quantity ordered or equivalent alternatives.
2. Buyer is not entitled to any compensation for damages or costs if Nunhems invokes this reservation.
3. Article 5.11 and Article 9.3 are fully applicable when Nunhems invokes the harvesting or processing reservation.

### Article 5. Packaging and Delivery

1. Buyer must specify in writing, upon placing its Order or at Nunhems' first request, which data, specifications

and documents are required pursuant to the rules and regulations of the (final destination) country in which the delivery must take place, such as those relating to:

- invoicing; and
  - phytosanitary requirements; and
  - international certificates; and
  - import permit; and
  - other import documents or import statements.
2. If the Buyer fails to fulfil the obligation referred to in the previous paragraph, upon placing the order or at Nunhems' first request he will be in default by operation of law, without notice of default being required. The Buyer is liable for any damage suffered by Nunhems because of incorrect or missing information as well as information not received in due time.
  3. Notwithstanding the foregoing and only if feasible for Nunhems, in case the Buyer requires additional documents for the purpose of (re)exporting the Products either within the European Union or outside the European Union, a request to that effect must be made upon placing an Order as stated in Article 5.1. Nunhems is entitled to ask and request additional information to that effect to further assess whether additional documentation can be provided. Nunhems reserves the right to deny the provision of documentation if any applicable rules, regulations or laws do not allow for the (re)exportation or if Nunhems foresees an imminent risk in doing so.
  4. Products are packed by Nunhems in its own packaging. Buyer is prohibited from repacking the Products and Buyer must not alter, remove, conceal, or temper any label or batch number or other specifications on the packages.
  5. Nunhems will always use reasonable endeavours to deliver Products. Fulfilment of Nunhems' obligation to deliver also includes delivery with a minor difference (+/- 10%) in size, packaging, number, or weight.
  6. Nunhems is permitted to deliver sold products in parts. If the products are delivered in parts, Nunhems has the right to invoice each part separately.
  7. Shipments will be delivered in accordance with Incoterms® 2020. Deliveries will be made FCA or CIP, unless Parties agree upon otherwise in writing. Notwithstanding the foregoing, the transportation and documentation costs will be passed on to Buyer.
  8. Nunhems undertakes to deliver within a reasonable period after the purchase agreement was concluded in accordance with the sowing or planting season.
  9. Any timeframes quoted by Nunhems for delivery of the Products are estimates only and thus not of the essence. In the event of late delivery, Buyer must therefore give Nunhems notice of default in writing and grant it a reasonable period in which to perform the Agreement.
  10. Buyer agrees to accept delivery of the Products at any time between 8.00 am to 5.00 pm on a Business Day.
  11. If Nunhems fails to deliver some or all Products in due time, Buyer will be not entitled to cancel any Order pursuant to an Agreement or these Terms.
  11. The Buyer may not return any Products to Nunhems, unless Nunhems gives written permission thereto.

However, under no circumstance will Nunhems consider acceptance of returned Product when the original packaging has been opened or tampered with, or if the conditions of storage have not been fulfilled as indicated by Nunhems., such conditions will be provided on request to Nunhems. The costs of any agreed return shipments shall be at the Buyer's account.

#### Article 6. Retention of Title

1. The legal and beneficial title in and ownership of the Products shall remain in Nunhems until payment in full has been made to Nunhems by the Buyer for:
  - (i) the Products; and
  - (ii) all other sums which are due or which become due to Nunhems from the Buyer.
2. Where full payment has not been made to Nunhems and the Buyer uses the Products or incorporates the Products with other products, the property in the Products shall be retained by Nunhems in so far as such Products are identifiable.
3. Until such payment is made:
  - (i) the Buyer shall hold all Products and materials on a fiduciary basis only as a bailee for the Seller and shall store such Products separately from all other goods in the Buyer's possession so as to be clearly identifiable as the property of Nunhems (at no cost to Nunhems);
  - (ii) the Buyer shall keep the Products in satisfactory condition and insured on Nunhem's behalf for the full price against all risks to the reasonable satisfaction of Nunhems; and
  - (iii) the Buyer grants to Nunhems, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or in the case of default, as defined at article 3(13), to recover them.
4. The title to Products delivered by Nunhems and/or the Products derived therefrom will remain with Nunhems, until Buyer has fulfilled properly all obligations under the Agreement and these Terms towards Nunhems in connection with these deliveries.
5. During the period of retention of title, Buyer will handle the Products with due care, have the Products insured and kept all Products delivered by Nunhems separately and clearly marked as Nunhems' property. The Products should be stored according to Nunhems' storage conditions so that the quality can be preserved.
6. Products delivered by Nunhems to which the retention of title pursuant to Article 6.1 applies may be resold or used only if there is a fully executed distribution agreement in place. If the Products are resold, Buyer is in its turn obliged to deliver the Products with retention of title to its buyers.
7. It is prohibited for Buyer to establish a pledge or lien on the goods subject to retention of title.
8. If the law of the delivery country provides for more far-reaching options for retention of title than those referred to in this Article, these options are deemed to have been agreed by the Parties.

9. In the event of a default (as described in Article 3, more specific in the circumstances described in points 8 and 13) Nunhems or its representative will be entitled, without the necessity of giving any notice, to enter premises occupied by Buyer to search for and remove any of those Products without in any way being liable to Buyer, and may dispose of or retain such Products as Nunhems sees fit without being required to give notice or account to Buyer. All costs and expenses incurred by Nunhems as a result of taking action in accordance with this Article, together with transportation and storage charges, must be paid by Buyer to Nunhems on first request.

#### Article 7. Use and Warranty disclaimer

1. The Products delivered by Nunhems are intended to produce plants and are neither in an unprocessed nor in a processed condition intended for human or animal consumption. The plants produced from the Product in question may only be used for human or animal consumption if the plants have been completely separated from the Product delivered. The Product delivered may not be used to produce sprouting vegetables as the sprouting vegetables will be consumed with the seeds. Nunhems is not liable for any substances and/or micro-organisms that are present on and/or in the seeds.
2. All information, descriptions, recommendations, and illustrations provided by or on Nunhems' behalf in catalogues, brochures, leaflets, data sheets and other advertising material, on packaging, on Nunhems' website or in any other form of communication, including (but not limited to) varieties, varietal characteristics or periods of maturity, cultivation advice, information about quality, resistance, composition, weight, dimensions, treatment in the broadest sense, applications and characteristics of the Products are based on the assessment by Nunhems of its test results and practical experience and are therefore provided for reference only. Nunhems in no event accepts any liability based on any kind of information provided or displayed.
3. Buyer agrees that any information given or provided by Nunhems does not constitute a representation or warranty as to any matter and shall not be relied on as such. Unless specifically agreed by the Parties, no suitability for a particular use shall be presumed or implied; the Buyer is not relieved from verifying the suitability of the Product for any particular purpose. Thus, the risk and responsibility of respective suitability lies solely with the Buyer.
4. Any kind of information of the Product regarding quality or performance only applies to the results obtained by Nunhems at the time of testing with the specific seed sample used and under the conditions under which the test was performed. Tests have not been performed under all possible conditions or agronomic practices.
5. If Nunhems has specified a germination capacity, it is based only on reproducible laboratory tests performed on representative samples. No direct relationship may be assumed between the specified germination capacity and the emergence of the Product at Buyer.

This specified germination capacity merely indicates the germination capacity at the time when and in the circumstances in which the test was performed. Emergence depends, among other things, on the location, cultivation measures, the manner of cultivation (sowing medium used, soil conditions) and climate conditions at the location(s) of Buyer.

6. The Buyer accepts that grafting onto a rootstock can have negative effects on the properties and resistance of the Product. Nunhems cannot be held liable for loss of or damage to the Product that has been grafted by the Buyer or a third party at Buyer's request. Any use of or grafting of the Product with a rootstock is entirely at Buyer's own risk and responsibility.
7. The Buyer accepts that there are and/or may arise certain mutations of a pest or pathogen for which Nunhems' high resistance varieties do not possess the high resistance needed or for which the degree of resistance has not yet been determined or cannot immediately be determined.
8. Any kind of warranty (if applicable) on the part of Nunhems will lapse if Buyer manipulates or processes the Products or has them processed; repackages the Products or has them repackaged; uses and/or stores the Products incorrectly or has them used and/or stored incorrectly; or if the Product has not been used in the normal course of business.
9. Nunhems does not guarantee that; (i) the Product is free of seed borne diseases, whether previously known to exist or were not identified until the Product was bred, (ii) the Product is Resistant (as defined in Article 8.2) to known or unknown mutations of a disease, or (iii) the crops grown from the Products will not react adversely to certain environmental conditions. Buyer is solely responsible for its decision to purchase the Product. All risks of non-performance, reduced performance and/or crop damage as a result of these factors are borne by the Buyer.
10. Nunhems makes no warranties regarding its Product and disclaims all other warranties, whether express or implied, included but not limited to, warranty of merchantability or fitness for a particular purpose, freedom from transmission diseases, resistance to diseases or anything similar.

#### Article 8. Provision of Information

1. Subject to Article 7, Information and/or advice provided by Nunhems to Buyer verbally and/or in writing, in any form whatsoever is without commitment and provided for reference only.
2. As used in the information supplied by Nunhems, "immunity, resistance and susceptibility" shall mean the following:
  1. **Immunity:** not subject to attack or infection by a specified pathogen or pest.
  2. **Resistance:** the ability of a plant variety to restrict the growth and development of a specified pathogen or pest and/or the damage they cause when compared to susceptible plant varieties under similar environmental factors and pathogen or pest pressure. Resistant varieties may exhibit

some disease symptoms or damage under heavy pathogen or pest pressure.

Two levels of resistance are defined:

- (iv) **High resistance (HR\*)**: plant varieties that highly restrict the growth and development of the specified pathogen or pest under normal pathogen or pest pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pathogen pressure.
- (v) **Intermediate resistance (IR\*)**: plant varieties that restrict the growth and development of the specified pathogen or pest but may exhibit a greater range of symptoms or damage compared to resistant varieties. Moderately/intermediately resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental factors and/or pathogen or pest pressure.

\* The standard abbreviations HR (high resistance) and IR (intermediate resistance) are used in all languages.

- 3. **Susceptibility**: the inability of a plant variety to restrict the growth and development of a specified pathogen or pest.

#### Article 9. Limitation of Liability and indemnification

1. The following provisions set out the entire liability of Nunhems and will be subjected to the maximum extent permitted under applicable law.
2. Nunhems is under no circumstances liable to Buyer (or any third party) for direct or indirect, special, punitive, incidental and/or consequential damages, including (but not limited to) lost profits, lost revenues, goodwill, lost revenues, or arising therefrom) loss, cost, or damage. This limitation of liability applies to any claim brought against Nunhems, regardless of the legal basis of such claim, in contract, tort, negligence, strict liability or otherwise.
3. Nunhems will be not liable for any loss suffered by Buyer arising out of any delay or failure to deliver the Products (or any part of them) or failure to deliver in the requested quantities.
4. Nunhems' total liability is limited to the invoice amount of the relevant Products (excluding VAT). Based on this limitation, Nunhems reserves the right to replace the affected Products or to credit the purchase price of the affected Products.
5. Nothing excludes Nunhems' liability regarding:
  - a) For breach of the Nunhems' obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Services Act 1982;
  - b) For personal injury or death resulting from Nunhems' negligence;
  - c) Under section 2(3) Consumer Protection Act 1987;
  - d) For its fraudulent misrepresentation; or
  - e) For any matter for which Nunhems' may not exclude or attempt to exclude its liability under applicable law.

6. The Buyer shall hold harmless and indemnify Nunhems against any and all claims of third parties for damages (allegedly) which have been caused by or are otherwise connected with any Products delivered by Nunhems, including, without limitation, claims made against Nunhems in its capacity as producer of the Products pursuant to product liability, unless such damage is caused by gross negligence or wilful misconduct on the part of Nunhems and/or its employees. The Buyer undertakes to subscribe to and maintain an appropriate insurance against claims arising from the indemnification provided for in this Article, and an insurance certificate shall be submitted to Nunhems at Nunhems' first request.
7. In a situation of force majeure as described in Article 13, Nunhems shall not be liable for any failure in the performance of any of its obligations under these Terms.
8. The Buyer shall always mitigate and limit as much as possible all loss and damage in relation to which the Buyer submits a claim against Nunhems.
9. The Buyer's right to claim liability or compensation for patent or latent defects with the Products expires twelve (12) months after the delivery date of the Products. Any claims must be submitted to Nunhems in writing. Buyer understands and expressly agrees to this limitation of liability.

#### Article 10. Defects and Complaint Periods

1. Buyer must inspect the Products purchased upon delivery at the latest five (5) Business Days after delivery. In doing so 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 Products delivered corresponds with the Agreement;
2. If apparent defects or deficiencies are established, including the packaging, Buyer must inform Nunhems accordingly in writing within five (5) working days after delivery, specifying the batch, delivery note and/or invoice details as well as any supporting evidence (including but not limited to photos, expert statements, etc)..
3. Buyer must report any alleged latent defect defect to Nunhems in writing within five (5) working days after discovery, specifying the batch, delivery note and/or invoice details as well as any supporting evidence (including but not limited to photos, expert statements, etc)..
4. Complaints must be described in such a manner that Nunhems or a third party can verify them. For that purpose, Buyer must also keep records and evidence regarding the use, storage, and condition of the Products and allow Nunhems or a third party to inspect and take copies of the same in the event of resale to whom the Products have been resold. In the case that any complaint is not reported to Nunhems in writing within the stated period, the complaint will not be taken into consideration and all Buyer's rights will expire.
5. In the event of a permanent dispute between the parties concerning the germination capacity, varietal

trueness, varietal purity or technical purity and health, a (re)inspection may be performed by Naktuinbouw (Netherlands Inspection Service for Horticulture), having its registered office in Roelofarendsveen, the Netherlands, for the account of the unsuccessful party. The inspection will be performed on the basis of a sample taken at Nunhems by Naktuinbouw and retained by them. The outcome of this (re)inspection will be binding on both parties, without prejudice to the parties' right to submit disputes regarding the consequences of this outcome to the institutes referred to in Article 17.

6. Complaints concerning an invoice of Nunhems must be submitted to Nunhems in writing within fourteen days (14) after the invoice date. Submitting a complaint does not give the Buyer any right to suspend payment of the concerned invoice.
7. In the event Buyer has submitted timely a substantive complaint, this shall not release Buyer from its timely payment obligation nor shall Buyer invoke suspension of payment.
8. Buyer's exclusive remedy under this Article, is the replacement of the affected Product or credit of the purchase price of the applicable Products, where paid (to be determined by Nunhems).

#### Article 11. Use of Brands

1. Nunhems has the exclusive right to all the Brands, trade names and all trade packaging of Nunhems, including design and colour scheme.
2. Unless otherwise agreed in writing, the Buyer may not use, nor (cause to) register trademarks, logos or other signs used by Nunhems to distinguish its Products from those of other enterprises, and it may not use trademarks, logos or other signs resembling them. This does not apply to the trading of Nunhems' Products in their original packaging material. If the Products delivered are sold or otherwise provided to a third party, the Buyer must impose this stipulation to that third party on penalty of damages.
3. Notwithstanding Article 12.1, all intellectual property rights (including but not limited to, Plant Variety Protection rights, copyrights, trademarks, logo's, patents, breeder's rights, trade names, Brands, confidential know-how) world-wide regarding the Products of Nunhems, shall remain the property of Nunhems or the relevant affiliate in Nunhems' group of companies.

#### Article 12. Intellectual Property Rights

1. Nunhems retains all right, title, and interest in and to the intellectual property rights protecting its Products. Nothing in these Terms shall be construed as granting Buyer any License to any of Nunhems' intellectual property rights (including, but not limited to, any Plant Variety Protection rights, patents or Brands). Buyer acknowledges that the seed from varieties protected by Plant Variety Protection rights or (utility) patents may not be reproduced without Nunhems' prior written permission.
2. The Product supplied by Nunhems may only be used by Buyer or its buyers for the cultivation of end products

and/or other finished products on Buyer's premises. Buyer may only produce a single plant of each of the supplied seed without the rights of any vegetative propagation.

3. The finished product, derived from the seed supplied to Buyer, may only be sold by Buyer under the variety name registered by Nunhems.
4. Buyer shall allow Nunhems – or a third party that carries out inspections on behalf of Nunhems – direct access to the business of Buyer (including amongst others and to the greenhouses of its business) for inspections to verify compliance with this Article 12. Buyer shall upon request also allow access to records and accounts that are relevant to these inspections. Nunhems will inform Buyer at least five (5) Business Days in advance of any such visit.
5. If Buyer finds an (alleged) parental line, mutant, or any off type amongst the materials derived from any variety, it shall immediately inform Nunhems of this and must abstain from any use, multiplication and/or reproduction (propagation) thereof.
6. At Nunhems' first request, Buyer will provide Nunhems with test material from the (alleged) parental line, mutant, or any off-type ("Mutant Materials") within two (2) months of receiving the request. Buyer acknowledges that propagation and commercialization of the Mutant Materials may require the permission of Nunhems as the owner of the "parent variety" to carry out any of the following acts: production or reproduction (propagation), conditioning for the purposes of propagation, offering for sale, selling or otherwise introducing to the market; export; import or storage for one of the purposes mentioned above.
7. If Buyer resells the Products of Nunhems to its buyers, Buyer shall impose unabridged the obligations it has under this Article 12 upon his buyers, including the obligation for that buyer to impose the same obligations upon his buyer and so forth.

#### Article 13. Force Majeure

1. Nunhems may delay its performance of an obligation towards Buyer when it cannot perform due to a circumstance that stands in the way of fulfilling the obligation and cannot be attributed to Nunhems if and in so far as this circumstance makes performance impossible or unreasonably complicated. Such a circumstance includes – without limitation – extreme weather conditions, natural disasters, acts, regulations or law of any Government, wars or civil commotions, destruction of production facilities or materials by fire, epidemics, pandemics, cyber-attack, of public utilities or common carrier, strikes at companies other than Nunhems' company, unofficial strikes or political strikes at Nunhems' company, a general or partial lack of the necessary raw materials and other goods or services required to render the agreed performance, unforeseeable delays at sub-suppliers or other third parties on which Nunhems is dependent, general transport problems and import and export bans.
2. Nunhems will inform Buyer as soon as possible if he is unable to deliver in time due to an event of force majeure.

3. If the event of force majeure lasts longer than three (3) months, both Parties will be entitled to terminate the agreement on immediate notice. In that case neither party will be required to pay any damages to the other Party.
4. 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 Nunhems to deliver to the Buyer a pro rata volume of the order, without prejudice to any other rights of Nunhems under this Article.
5. Insofar Nunhems has partially fulfilled or will fulfil its obligations towards Buyer at the time of the occurrence of a force majeure, and the fulfilled or to be fulfilled part has an independent value, Nunhems is entitled to invoice separately and Buyer is obliged to pay this fulfilled or to be fulfilled part.

#### Article 14. Export Control

1. Buyer hereby acknowledges and agrees that the Products delivered by Nunhems may be subject to applicable trade sanctions laws, regulations, rules and licenses, including but not limited to those imposed by the United Nations, the United States, the European Union and the Member States of the European Union ('Sanctions Rules'). Buyer shall comply with the Sanctions Rules and agrees that it alone is responsible for ensuring its compliance with these Sanctions Rules. In particular, but without limit, Buyer will not, and will procure that none of its affiliates will use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the Products, directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental approval, and completing such formalities as may be required by Sanctions Rules. Buyer shall not do anything which would cause Nunhems to be in breach of the Sanctions Rules and shall protect, indemnify and hold harmless Nunhems from any fines, losses and liabilities incurred by Nunhems as a result of the failure of Buyer to comply with this Article.
2. Failure by Buyer to comply with any part of this Article shall constitute a material breach of the agreement. Nunhems reserves the right to refuse to enter into or to perform any Order, to cancel any Order at its sole discretion if Nunhems believes Buyer has failed to comply with any part of this Article.

#### Article 15. Confidentiality

1. All Confidential Information that the Buyer becomes aware of or comes into its possession in connection with the performance of the Agreement, shall be kept confidential and must not be disclosed to third parties without the prior written consent of Nunhems.
2. The duty of confidentiality provided for in this Article does not apply to information that Buyer can demonstrate that: (i) it was as evidenced by Buyer's written records, lawfully in Buyer's possession prior to its disclosure by Nunhems and has not been obtained directly or indirectly from Nunhems; or (ii) has lawfully come into Buyer's possession on a non-confidential basis from a third party in breach of any obligation of

secrecy or confidentiality; or (iii) has become public knowledge after its disclosure to Buyer, other than through a breach of the Agreement or any other confidential obligation.

#### Article 16. Compliance with applicable laws and regulations

1. Parties will strictly comply with applicable laws and regulations including national and international competition law, antibribery and corruption laws, international money laundering laws and international (export) sanctions.

#### Article 17. Settlement of Disputes and Applicable Law

1. This Agreement between Nunhems and Buyer are governed by the laws of the England & Wales.
2. The United Nations Convention on the Contracts for International Sale of Goods (the Vienna Sales Convention) shall be excluded.
3. In the event of a dispute between Parties, Parties will first try to reach a solution in consultation, or otherwise by means of mediation, before Parties submit the dispute to an arbitration tribunal or to the civil court.
4. Unless Parties have agreed on arbitration in consultation, any disputes will be settled by English courts. Nunhems will always have the right to summon Buyer before the court that is competent by law or pursuant to the applicable international convention.

#### Article 18. Non-GMO Disclaimer

1. The seeds of varieties which are supplied to Buyer are varieties which do not qualify as varieties regulated under GMO-legislation and are not developed by using technologies of recombinant DNA or targeted genome optimization. The methods used in the development and identity preservation of these varieties are aimed at avoiding the presence of off-types, which includes avoiding the presence of material which includes recombinant DNA or material which may have been modified using targeted genome optimization. Seed production has been carried out in accordance with production rules in the country where production took place, including stipulated isolation distances. Nunhems is committed to the proper stewardship of its Products, supports and has affirmed its commitment to the Excellence Through Stewardship™ industry stewardship initiative to be found at the following website: [www.excellencethroughstewardship.org](http://www.excellencethroughstewardship.org). However, due to free circulation of pollen and because it cannot be excluded that genetically modified material is cultivated by others in seed production areas, admixtures with genetically modified material cannot totally be prevented. Therefore, no guarantee can be given that the seed lots comprising this delivery are free from any traces of genetically modified material.

#### Article 19. General

1. In these Terms and any Agreement, unless the contrary intention appears:
  - a. a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;

- b. the word 'including' and similar expressions are not words of limitations;
  - c. a reference to conduct includes any omission and any statement or undertaking, whether or not in writing; and
  - d. where an act is to be performed on a day that is not a Business Day, the act will be required to be performed on the following Business Day.
2. Any notice in connection with these Terms or any Agreement will be deemed and fully given when made in writing and delivered or sent by email or post to the Party to whom such notice is intended to be given, at the address of email address of that Party in the Agreement or to such other addresses as may from time to time be notified in writing to the other Party.
  3. If a provision of these Terms is or becomes invalid, that provision will automatically (by operation of law) be replaced by a valid provision that corresponds as closely as possible to the purpose of the invalid provision. Parties must, if necessary, enter reasonable consultations about the text of that new provision. In that case the other provisions of the Terms will remain fully valid in so far as possible.
  4. The Agreement and these Terms together contain the entire agreement of Parties with respect to its subject matter.
  5. These Terms may be amended by Nunhems from time to time at its own discretion, without giving prior written notice to the Buyer. Nunhems shall use its best efforts to publish the latest version of these Terms on its website(s) and a copy of the latest version of these Terms can be requested at any time. A new version of these Terms replaces previous versions thereof and shall apply to all Offers and Agreements between the Parties.
  6. Any entity which is not expressly a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from the Contract.